

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, ~~2011~~2013 THROUGH JUNE 30, ~~2013~~2015

8
9 THIS AGREEMENT entered into this 1st day of July ~~2011~~2013, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC., a California nonprofit
12 corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health
13 Care Agency (ADMINISTRATOR).

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

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

19 and

20 ~~and~~

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

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

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REFERENCED CONTRACT PROVISIONS**Agreement** Term: July 1, ~~2011~~2013 through June 30, ~~2013~~2015~~_____~~"Period One" means the period from July 1, ~~2011~~2013 through June 30, ~~2012~~2014~~_____~~"Period Two" means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015**Maximum Obligation:**Period One Maximum Obligation: \$ 905,~~313~~312Period Two Maximum Obligation: 905,~~313~~312TOTAL MAXIMUM OBLIGATION: \$1,810,~~626~~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

CONTRACTOR's Insurance Coverages Scott Trotter, Executive DirectorSTrotter@brightfutures4kids.org

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<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
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

I. ACRONYMS

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

A. ARRA	American Recovery and Reinvestment Act
B. BHS	Behavioral Health Services
C. CCC	California Civil Code
D. CCR	California Code of Regulations
E. CEO	County Executive Office
F. CFR	Code of Federal Regulations
G. CHPP	COUNTY HIPAA Policies and Procedures
H. COI	Certificate of Insurance
I. CRS	Crisis Residential Services
J. CSW	Clinical Social Worker
K. DD	Dual Diagnosis
L. D/MC	Drug/Medi-Cal
M. DHCS	Department of Health Care Services
N. DRS	Designated Record Set
O. DSH	Direct Service Hour
P. ePHI	Electronic Protected Health Information
Q. EPSDT	Early Periodic Screening, Diagnosis, and Treatment
R. FSP	Full Service Partnership
S. GAAP	Generally Accepted Accounting Principles
T. HCA	Health Care Agency
U. HHS	Health and Human Services
V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
W. HSC	California Health and Safety Code
X. IRIS	Integrated Records and Information System
Y. ISO	Insurance Services Office
Z. LCSW	Licensed Clinical Social Worker
AA. LPT	Licensed Psychiatric Technician
AB. LVN	Licensed Vocational Nurse
AC. MFT	Marriage and Family Therapist
AD. MHP	Mental Health Plan
AE. MHSA	Mental Health Services Act
AF. MIHS	Medical and Institutional Health Services
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 ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No~~.

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

III. ASSIGNMENT OF DEBTS

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

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IV. COMPLIANCE

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

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

2. ~~CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.~~

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

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

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

~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if ~~CONTRACTOR's~~ CONTRACTOR Compliance Program ~~is accepted~~ and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~ADMINISTRATOR's Compliance Program~~ HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct do not contain all required elements.

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~~6.~~ 5. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~ relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related ~~policies and procedures~~ P&Ps.

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

B. SANCTION SCREENING — CONTRACTOR shall adhere to all screening P&Ps and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as ~~defined hereunder~~ pursuant to this Agreement. Screening shall be conducted against the General Services Administration's ~~List of Parties-Excluded from Federal Programs and~~ 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 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related P&Ps.

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~ federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

~~56.~~ CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

~~67.~~ CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this ~~AGREEMENT~~ Agreement. ADMINISTRATOR will determine ~~if any~~ appropriate repayment is ~~necessary~~ from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

~~23.~~ 3. Such training will be made available to each Covered Individual annually.

~~34.~~ 4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

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

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

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

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit ~~a separate~~ Cost Report ~~Reports for Period One and Period Two, or for a portion thereof,~~ to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and ~~county~~ COUNTY requirements ~~and generally accepted accounting principles,~~ GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, ~~and available at any time to ADMINISTRATOR upon reasonable notice~~ and available at any time to ADMINISTRATOR upon reasonable notice. In the event

CONTRACTOR has multiple Agreements for mental health services that are administered by HCA. consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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a. CONTRACTOR may be assessed a late penalty of ~~one~~ five hundred dollars (\$~~100~~ 500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

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

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

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with

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COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

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

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to

COUNTY which are not reimbursable pursuant to applicable federal, state and ~~county~~COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

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

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my

knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

[rg6] A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this Paragraph shall be void.

~~B. ; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.~~ CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

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

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

derogation of this Subparagraph shall be void.

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

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

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

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

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

limited to, the Immigration Reform and Control Act of 1986, 8 ~~U.S.C.~~USC §1324 et seq., as they currently

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

IX. EQUIPMENT

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

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

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

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

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of ~~Loaned~~all Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to

COUNTY.

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

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

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

X. FACILITIES, PAYMENTS AND SERVICES

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

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

E. QUALIFIED INSURER

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

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

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

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

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

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

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

G. REQUIRED COVERAGE FORMS

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

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

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

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

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

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

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

~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

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

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

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

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

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

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

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

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

15 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

37 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from

CONTRACTOR's monthly invoice.

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

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

XIII. LICENSES AND LAWS

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

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

- ~~1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;~~
- ~~2. State of California Health and Safety Code, Sections 1250 et seq.;~~
- ~~3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;~~
- ~~4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;~~
- ~~5. Code of Federal Regulations (CFR), Title 42 and Title 45;~~
- ~~6. United States Code (U.S.C.A.) Title 42;~~
- ~~7. Federal Social Security Act, Title XVIII and Title XIX;~~
- ~~8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);~~
- ~~9. The Clean Air Act (42 U.S.C.A. Section 114 and Section 1857, et seq.);~~
- ~~10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.);~~
- ~~11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);~~
- ~~12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;~~
- ~~13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;~~
- ~~14. Federal Medicare Cost reimbursement principles and cost reporting standards;~~
- ~~15. Orange County Medi-Cal Mental Health Managed Care Plan;~~
- ~~16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.~~

~~17. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be hereafter amended, and if applicable.~~

~~18. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122, and A-133.~~

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

~~D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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

1. ARRA of 2009.

2. WIC, Divisions 5, 6 and 9.

3. State of HSC, §§1250 et seq.

- 1 4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 2 5. CCR, Title 9, Title 17, and Title 22.
- 3 6. CFR, Title 42 and Title 45.
- 4 7. USC Title 42.
- 5 8. Federal Social Security Act, Title XVIII and Title XIX.
- 6 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 7 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 8 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 9 12. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 10 13. P&Ps set forth in MHSA.
- 11 14. P&Ps set forth in DHCS Letters.
- 12 15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 13 16. OMB Circulars A-87, A-89, A-110, A-122.
- 14 17. Title 22, CCR, §51009.
- 15 18. California WIC, §14100.2.
- 16 19. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 17 20. D/MC Billing Manual (March 23, 2010).
- 18 21. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 19 22. Orange County Medi-Cal Mental Health Managed Care Plan.
- 20 23. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 21 Management.
- 22 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
- 23 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
- 24 terms of this Agreement.
- 25 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or
- 26 waivers to provide Medi-Cal billable treatment services at school or other sites requested by
- 27 ADMINISTRATOR.

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

29 ^[SC13] A. Any written information or literature, including educational or promotional materials,
 30 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 31 to this Agreement must be approved at least thirty (30) days in advance and in writing by
 32 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 33 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 34 and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY,~~
 35 ~~unless ADMINISTRATOR consents thereto in writing.~~

36 B. Any advertisement through radio, television broadcast, or the Internet, for educational or

promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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

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

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XV. MAXIMUM OBLIGATION

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

XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

B. SERVICES, BENEFITS, AND FACILITIES — CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin,

age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; ~~as they relate to 20 USC §1681 - §1688;~~ Title VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.
- ~~b~~2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- ~~c~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

~~d~~4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

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

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

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

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

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

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

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

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

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

enforce rights secured by federal or state law.

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

XVII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

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XVIII. NOTIFICATION OF DEATH

~~A. — E. In the event~~ Upon becoming aware of ~~a~~the death, ~~notification~~ of any person served pursuant to this Agreement, CONTRACTOR shall ~~be made in accordance with the Notification~~ immediately notify ADMINISTRATOR.

~~B. All Notifications~~ of Death ~~paragraph of this Agreement~~ provided to ADMINISTRATOR by

CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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~~XVII. NOTIFICATION OF DEATH~~

~~A. NON TERMINAL ILLNESS DEATH~~

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

2. In addition, WRITTEN NOTIFICATION

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

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

~~B. TERMINAL ILLNESS DEATH~~

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

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

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

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XX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA)~~, federal and state regulations and/or ~~COUNTY HIPAA Policies and Procedures (P&P) (COUNTY HIPAA P&P 1-2)~~ **CHPP**. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of ~~protected health information~~ **PHI** made in violation of federal or state regulations and/or COUNTY policies.

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

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

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

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

1 of records maintained by or for a covered entity that is:

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

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

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

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

10 #
11 1. Have documents readily available within ~~twenty-four (24)~~forty-eight (48) hour notice of a
12 scheduled audit or site visit.

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

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

17 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
18 security of ~~Personally Identifiable Information (PII)~~ and/or ~~Protected Health Information (PHI)~~.
19 CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the
20 discovery of a ~~breach~~Breach of ~~privacy and/or security of PII~~ unsecured PHI and/or ~~PHI~~ by
21 ~~CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile~~ PII.

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

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

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

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

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

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

O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~ requests related to, or arising out of, this Agreement, within ~~twenty-four (24)~~ forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXI. RESEARCH AND PUBLICATION REVENUE

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

XXII. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients ~~except AB 3632 clients,~~ to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal ~~Services~~ or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the ~~State Department of Mental Health's "Uniform Method of Determining Ability to Pay" (DHCS' UMDAP)~~ procedure or by other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the ~~California Code of Regulations CCR~~. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

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

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

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

XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS

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

United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

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

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

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

XXIV. SEVERABILITY

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

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XXV. SPECIAL PROVISIONS

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

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

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

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

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

~~4. Fundraising.~~

~~54.~~ Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.

~~65.~~ Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

~~76.~~ Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

~~87.~~ Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management (OPM);~~ OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

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

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

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

~~4. 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.~~

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

~~62.~~ Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

~~73.~~ Payment for grant writing, consultants, certified public accounting, or legal services.

~~84.~~ Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

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

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

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

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

XXVI. STATUS OF CONTRACTOR

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

~~XXVII. TAX LIABILITY~~

~~CONTRACTOR shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid CONTRACTOR under this Agreement. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies, or penalties or interest imposed, resulting from any failure of CONTRACTOR to comply with the provisions of this paragraph.~~

~~XXV.~~ TERM

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

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

XXVIII. TERMINATION

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

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

1 calendar days for corrective action.

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

- 4 1. The loss by CONTRACTOR of legal capacity.
- 5 2. Cessation of services.
- 6 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
7 another entity without the prior written consent of COUNTY.
- 8 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
9 required pursuant to this Agreement.

10 5. The loss of accreditation or any license required by the Licenses and Laws
11 ~~paragraph~~ Paragraph of this Agreement.

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

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

18 D. CONTINGENT FUNDING

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

20 ~~#~~
21 a. The continued availability of federal, state and county funds for reimbursement of
22 COUNTY's expenditures, and

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

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

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

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

- 35 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
36 is consistent with recognized standards of quality care and prudent business practice.
- 37 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract

performance during the remaining contract term.

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

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

~~4~~ 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.

~~5~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

~~6~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

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

~~8~~ 9. Provide written notice of termination of services to each client being served under this Agreement, within fifteen (15) calendar days of receipt of ~~Termination Notice by ADMINISTRATOR.~~ termination notice. A copy of the notice of termination of services ~~to each client~~ must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

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

XXIX. THIRD PARTY BENEFICIARY

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

XXX. WAIVER OF DEFAULT OR BREACH

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

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 TITLE: _____
9

10
11
12
13 COUNTY OF ORANGE
14

15
16 BY: _____ DATED: _____

17 ~~—CHAIR OF THE BOARD OF SUPERVISORS~~
18

19
20 ~~SIGNED AND CERTIFIED THAT A COPY~~
21 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
22 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~
23 ~~ATTEST:~~
24

25 _____ DATED: _____
26

27 ~~-DARLENE J. BLOOM~~
28 ~~-Clerk of the Board of Supervisors~~
29 ~~-Orange County, California~~

30 HEALTH CARE AGENCY
31

32
33 APPROVED AS TO FORM
34 OFFICE OF THE COUNTY COUNSEL
35 ORANGE COUNTY, CALIFORNIA
36
37

BY: _____ DATED: _____

-DEPUTY

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

EXHIBIT A
 TO AGREEMENT ~~WITH~~ FOR PROVISION OF
CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
JULY 1, 2011 2013 THROUGH JUNE 30, 2013 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 ~~this~~ the Agreement.

~~— A. AB 3632 Program, also known as the Chapter 26.5 program, means the special education program under the rules and regulations of Chapter 26.5 of the Government Code.~~

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

~~C. 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.~~

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

~~— E. CAMINAR means software used for the collection, tracking, and reporting of outcome data for Clients enrolled in the Full Service Partnerships (FSP) programs.~~

~~— 1. 3 M's means the Quarterly Assessment Form being completed for each Client every three months in CAMINAR.~~

~~— 2. Data Certification means reviewing outcome data mandated by the State and the County for accuracy and signing a "Certification of Accuracy of Data" attesting to the accuracy of data entered into CAMINAR.~~

~~— 3. Key Events Tracking (KET) means tracking Clients' service movements or changes in CAMINAR. A KET must be completed and Client data entered into CAMINAR each time the CONTRACTOR reports a change of Client status in certain categories. These categories include:~~

~~residential status, employment status, education and benefits establishment.~~

~~4. Partnership Assessment Form (PAF) means the baseline assessment for each Client that must be completed and entered into CAMINAR within thirty (30) days of the FSP date.~~

~~#~~

~~#~~

~~F. 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 ~~Plan of Care~~ POC for a ~~Client~~ client.

~~GE. Client~~ means any individual, referred or enrolled, for services under ~~this agreement~~ the Agreement who is ~~suffering from~~ living with mental, emotional, or behavioral disorders.

~~HF. 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, ~~California Code of Regulations~~ CCR, and has at least two (2) years of full-time professional experience working with children and/or ~~transitional age youth~~ TAY in a mental health setting.

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

~~J//~~

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

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

~~DSM diagnoses will be recorded on all IRIS documents, as appropriate.~~

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

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

~~L. — L. Education Coordinator~~ means an individual who is responsible for providing assistance and support with educational and vocational services as well as developing resources for those Clients that

1 ~~wish to further their education or training.~~

2 ~~—M. Employment Coordinator means an individual who provides pre-employment training, job~~
 3 ~~orientation, and site training to Clients. This individual is also responsible for assisting Clients with job~~
 4 ~~application procedures, teaching social and dress for success skills to Clients, and coaching Clients' on~~
 5 ~~how to maintain employment. In addition, the employment coordinator may provide on-the-job~~
 6 ~~mentoring and will work closely with the hiring companies and Clients.~~

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

11 ~~—O. Face to Face Contact means, as it pertains to a Full Service Partnership, a direct encounter~~
 12 ~~between CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by~~
 13 ~~phone, email, etc. For the purpose of completing an Encounter Document, Face to Face means a direct~~
 14 ~~encounter between staff and Client(s), regardless if another individual(s) is/are present.~~

15 ~~—P. Family Resource Center Services means Mental Health Services provided to Clients~~clients
 16 ~~are actively enrolled at the County of Orange, Social Services Agency (SSA) Family Resource Center~~
 17 ~~(COUNTY's SSA's FRC).~~ FRC is a consortium of agencies providing human services in a single site
 18 ~~and under the auspices of SSA.~~

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

22 ~~M. FSP~~ ~~R. Full Service Partnership (FSP) means a program model described in the COUNTY's~~
 23 ~~MHSA plan that has been approved by the State~~state. The MHSA plan describes how the COUNTY
 24 will utilize MHSA funds to develop and implement treatment plans for mental health Clients through
 25 FSPs. A FSP is an evidence-based and strength-based model with the focus on the individual rather than
 26 the disease.

27 ~~—S. Full Service Wraparound (FSW) means the specific program model described in the~~
 28 ~~COUNTY's MHSA plan and is based on the existing Wraparound Orange County program. The FSW~~
 29 ~~program provides culturally competent in-home, intensive, mental health care coordination services that~~
 30 ~~will address family needs across all life domains of the Client.~~

31 ~~N. Group Home is a facility for housing youth. The facility is licensed by Community Care~~
 32 ~~Licensing under the provisions of California Code of Regulations, Title 22, Division 6, et seq.~~

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

35 ~~V. Housing Coordinator means an individual who is responsible of for assisting Clients with~~
 36 ~~housing solutions. This individual is also responsible for outreach and networking within the~~
 37 ~~community to maintain an up-to-date record of available housing resources. In addition, the coordinator~~

will work with the treatment team to assess the needs of Clients.

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

~~X. Intake~~ means the initial meeting between a Clientclient and CONTRACTOR's staff, and ~~it will include~~includes an evaluation of the Clientclient to determine if the Clientclient meets program criteria and is willing to seek services.

~~P. Y. Integrated Records and Information System (IRIS)~~ means the ~~County of Orange, Health Care Agency's~~COUNTY's database system that collects Clients'clients' information such as registration, scheduled appointments, laboratory information system, billinginvoice and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.

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

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

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

~~T. AB. Licensed Mental Health Professionals mean licensed physicians, Licensed Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, registered nurses, licensed vocational nurses, and licensed psychiatric technicians.~~

~~AC. Licensed Psychologist~~ means a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to Clientsclients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that

the individual has at least one (1) year of experience treating children and ~~Transitional Age Youth~~ TAY.

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

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

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

X. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in the ~~Orange County Mental Health Plan (MHP)~~ COUNTY MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services.

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

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

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

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

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

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

3. Co-Occurring see ~~Dual Disorders (DD)~~ Integrated Treatment Model.

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

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

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

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

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

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be approved by ~~ADMINISTRATOR~~ADMINISTRATOR. ADMINISTRATOR has to approve

individuals that are delivering these intervention services to ensure they are qualified to deliver these services.

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

~~AH. Mental Health Services Act (AA. MHSA)~~ means the State of California law that provides funding for expanded community mental health services. It is also known as "Proposition 63."

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

AC. NPI means the standard unique health identifier that was adopted by the Secretary of HHS under

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

~~1. Paid TAY Mentor means an individual, age eighteen (18) to twenty five (25), who has been screened and trained to provide Mentoring Services and is reimbursed for providing such services under the Mentoring Services Contract. A different designation for this position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross referencing in all reports and communications to ADMINISTRATOR.~~

~~2. Paid Parent Mentor means an individual, age twenty-six (26) and older, who has been screened and trained to provide Mentoring Services and is reimbursed for providing such services under the Mentoring Services Contract. A different designation for this position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross referencing in all reports and communications to ADMINISTRATOR.~~

~~3. Volunteer Mentor means an individual, age twenty one (21) and older, who has been screened and trained to provide Mentoring Services and is not reimbursed for providing such services under the Mentoring Services Contract. "Reimbursement" for services excludes expenses such as transportation costs, as this is an allowable and reimbursable cost. A different designation for this position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross referencing in all reports and communications to ADMINISTRATOR.~~

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~~AK. National Provider Identifier (NPI) means the standard unique health identifier that was adopted by the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers. All HIPAA covered healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.~~

~~AL. Notice of Action (AD. NOA-A) means a Medi-Cal requirement that informs the beneficiary that s/he is not entitled to any specialty mental health service. The County of Orange COUNTY has expanded the requirement for an NOA-A to all beneficiaries requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty mental health services.~~

~~AM. Notice of Privacy Practices (AE. NPP) means a document that notifies Clients clients of uses and disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).~~

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

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

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

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

~~AQ. Personal Service Coordinator (PSC) means an individual with a Bachelor's degree in human services or related field. It is preferred that the individual has at least two years of related experience with mental health services, or three years experience as a Client in a similar program who has graduated~~

to self-sufficiency. A PSC leads the implementation of a service plan covering an entire range of needs for the Client and/or Client's family to promote success, safety, and permanence in the home, school, workforce, and community and lead Clients to self-sufficiency.

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

~~ASAI.~~ Pre-Licensed Therapist means an individual who has a ~~Masters~~ Master's Degree in social work or ~~marriage and family therapy (MFT)~~ PCC and is registered with the ~~Board of Behavioral Sciences (BBS)~~ as an associate clinical social worker, PCC intern, or MFT intern, while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

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

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

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

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

~~AW.~~ Protected Health Information (PHI) means individually identifiable health information usually transmitted through electronic media. PHI can be maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and is related to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

~~AXAL.~~ Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 623, and, preferably, has at least one (1) year of experience treating children and ~~transitional age youth~~ TAY.

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

~~AN. QIC~~ means a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal ~~Clients~~ clients in order to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of ADMINSTRATOR, one (1) ~~COUNTY administrator, one (1) Clinician~~ clinician, and one (1) ~~Physician~~ physician who are not involved in the clinical care of the cases.

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~~AZ. RCL 12 Group Home~~ means a group home reviewed by the State Department of Social Services, Foster Care Rates Bureau that meets the requirements for a Rate Classification Level (RCL) of 12.

~~BA. RCL 14 Group Home~~ means a group home reviewed by the State Department of Social Services, Foster Care Rates Bureau that meets the requirements for a Rate Classification Level (RCL) of 14.

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

~~BC. RX America~~ means the Pharmaceutical Benefits Management (PBM) Company that manages the medication benefits for Behavioral Health Services (BHS) and Medical & Institutional Health Services (MIHS) ~~Clients that are qualified for medication benefits.~~

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

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

~~BE~~ AR. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ~~the~~ COUNTY to determine the appropriateness of the diagnosis and treatment plan for

~~Clients~~clients, as well ~~and~~as to monitor compliance to the minimum ~~CYS~~ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

~~BFAS.~~ Token means the security device which allows an end-user to access the ~~County of Orange, Health Care Agency's (HCA)~~ADMINISTRATOR's computer based ~~Integrated Records Information System (IRIS).~~

~~BGAT.~~ UMDAP means ~~Universal Method of Determining Ability to Pay (the method used for determining the annual client liability for mental health services received from the COUNTY mental health system and is set by the State of California).~~

~~BH. Wellness Coordinator means an individual who specializes in assisting Clients with access to a myriad of health care needs, nutrition resources, and other community supports. This individual will be responsible for documenting the services required as well as communicating the needs of Clients to the team.~~

~~BI. Wraparound Orange County (AU. WOC)~~ means the wraparound program administered by the COUNTY ~~Social Services Agency~~SSA and is available to children and transitional age youth who are returning from or being considered for placement in group homes.

~~BJ. Youth Partner/Specialist means an individual who has a high school diploma, preferably a bachelor's degree in human services or a related field, and has a background working with children and transitional age youth. This individual is to provide consistent, reinforcing support to Clients by allowing opportunities for Clients to learn and practice social behavior, problem solving skills, and coping skills. In the spirit of MHSA, these positions can be filled by adequate numbers of bilingual, bicultural staff in order to meet the Referral needs of the program and the threshold language requirements for Orange County. It is also recommended by the COUNTY that former mental health Clients and/or their family members be given priority for these positions due to their unique insight into the experiences of Clients.~~

II. BUDGET

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

	PERIOD 1 BUDGET ONE	PERIOD 2 BUDGET TWO	TOTAL BUDGET
ADMINISTRATIVE COST	\$ 89,548	\$ 89,548	\$ 179,096
Salaries	\$ 54,522	\$ 54,522	\$ 109,044
Benefits	9,269	9,269	18,538
<u>TOTAL ADMINISTRATIVE</u>	<u>\$ 63,791</u>	<u>\$ 63,791</u>	<u>\$ 127,582</u>

COST

PROGRAM COST

Salaries	\$ 610,629 621,981	\$ 610,629 621,981	\$1,221,258	243,962
Benefits	93,160 101,250	93,160 101,250	186,320	202,500
Services and Supplies	111,976 118,290	111,976 118,290	223,952	236,580
SUBTOTAL PROGRAM COST	\$ 815,765 841,521	\$ 815,765 841,521	\$1,631,530	683,042

TOTAL GROSS COST

\$905,313312 \$905,313312 \$1,810,626624

REVENUE

Federal Medi-Cal	\$220,000230,908	\$220,000230,908	\$ 440,000	461,816
EPSDT <u>Realignment</u>	198,000 188,924	198,000 188,924	396,000	377,848

~~MHSA Match~~

22,000 22,000 44,000

MHSA Discretionary	465,313 485,480	465,313 485,480	930,626	970,960
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TOTAL REVENUE

\$905,313312 \$905,313312 \$1,810,626624

TOTAL

MAXIMUM

\$905,313312 \$905,313312 \$1,810,626624

OBLIGATION

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

C. The total cost of services provided for in this Agreement are based upon projected revenue generation and shall be reimbursed by Federal Medi-Cal, EPSDT, and COUNTY revenues. CONTRACTOR agrees that if actual Federal Medi-Cal and EPSDT reimbursement, based upon the completed State Department of Mental Health Cost Report for Fiscal Year ~~2011-12~~2013-14, is less than the Maximum Obligation of this Agreement, the Maximum Obligation ~~shall~~may, at ADMINISTRATOR's sole discretion, be adjusted down by the amount of under generated Federal Medi-Cal and/or EPSDT revenue.

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

E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care

to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

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III. ~~PAYMENTS~~ 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 ~~COUNTY's Total~~ the Maximum Obligation as stated in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to ~~county~~ 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 ~~subparagraphs~~ the Payments Paragraph, Subparagraphs A.2. and A.3. ~~below~~ 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 ~~billing~~ invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. ~~Billings~~ Invoices are due the tenth (10th) ~~business~~ day of ~~each~~ the month ~~and payments~~. 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 ~~billing~~ 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 ~~this~~ the Agreement.

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify ~~Subparagraph III. above.~~ the Payments Paragraph of this Exhibit A to the Agreement.

IV. SERVICES

A. FACILITIES

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

500 S. Main St., Suite 1100

Orange, CA 92808

~~2~~ 2. CONTRACTOR shall provide Clients and/or their family members twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year access to

their assigned Family Stabilization Team or a designee acceptable to ADMINISTRATOR.

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

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

~~3. CONTRACTOR shall, provide clients and/or their family members with twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year, access to their assigned Family Stabilization Team or a substitute acceptable to ADMINISTRATOR.~~

~~4. CONTRACTOR's Administrative holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.~~

~~5. Upon COUNTY's~~ 3. Upon ADMINISTRATOR's certification of the provider's existing site, the CONTRACTOR shall be responsible for making any necessary changes to meet Medi-Cal site standards.

B. IN-HOME CRISIS STABILIZATION SERVICES: ~~Crisis Residential Services (CRS) means an alternative to providing acute psychiatric hospital services for individuals who otherwise would require hospitalization.~~ - CRS are provided in normalized living environments, integrated into residential communities and are less expensive than acute psychiatric hospitals. The CRS programs follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management, and practical social work.

1. CONTRACTOR shall deliver in-home crisis ~~intervention~~ stabilization services to ~~Severely Emotionally Disturbed (SED)~~ severely emotionally ill children and their families identified by ~~the COUNTY~~ ADMINISTRATOR as eligible for these services.

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

- a. Orange County residents.
- b. displaying behaviors or a history indicative of being seriously emotionally ~~disturbed~~ ill as defined by the California Welfare and Institutions Code 5000.3.
- c. between the ages of zero (0) through eighteen (18) and their families.
- d. at risk of hospitalization and/or out-of home placement.
- e. unserved or underserved because of linguistic or cultural isolation.

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3. CONTRACTOR shall engage the child and the child's family in the home whenever

possible.

4. CONTRACTOR shall provide an In-Home Crisis Stabilization Program through a three-phase model. The initial phase shall include assessments of the ~~SED~~ severely emotionally ill child and family, with the goal of identifying short-term or immediate needs as well as de-escalation of the child and family. The In-Home Crisis Stabilization Program shall form a team consisting of a mental health worker and a mental health professional that shall develop a service plan with input from the child and the child's family. During phase two, the team shall be responsible for ensuring the family is developing appropriate coping skills and developing the family's support systems, while promoting open communication among family members. The goal of phase three shall be to prepare the child and the child's family for progression toward long-term resolution and treatment.

5. CONTRACTOR will coordinate referrals with other existing wraparound and mental health services to ensure that all ~~clients~~ Clients and their families are given access to the most appropriate level and type of services. Other services may include ~~Wraparound Orange County (WOC), Mental Health Services Act (MHS) full-service partnership (FSP)~~ programs for TAY or adults, and other COUNTY mental health services.

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

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

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

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

~~10. CONTRACTOR shall review the financial status of all enrollees using the Universal Method of Determining Ability to Pay (UMDAP), unless otherwise approved in writing by COUNTY.~~

10. CONTRACTOR shall ~~11. CONTRACTOR shall~~ maximize collection of Medi-Cal and other third party ~~payors~~ payers whenever appropriate and follow all state and COUNTY procedures for doing so.

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

~~D. PERFORMANCE OUTCOMES — CONTRACTOR will complete Performance Outcome Measures as required by state and/or COUNTY. The expected outcomes for the Monitoring Plan are to enable clients to adaptively function at a higher and more appropriate level and to provide a quantifiable~~

~~and repeatable measure to assess overall program effectiveness. The CONTRACTOR will cooperate in data collection in order to develop baseline figures for future evaluation and report performance in terms of client satisfaction, length of stay and duration of services.~~

~~E. CONTRACTOR shall attend:~~

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

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

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

~~4. Quarterly QIC meetings.~~

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

~~G. CONTRACTOR shall~~ 11. CONTRACTOR shall accept referrals from and make referrals to the various ~~Mental Health Service Act~~ MHSA programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health services and wraparound services, to ensure that ~~clients~~ Clients and their families are given access to the most appropriate level and type of service. Other services may include ~~Wraparound Orange~~ WOC, MHSA FSP programs for TAY or adults, and other COUNTY mental health services.

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

~~County (WOC); MHSA Full Service Partnership (FSP) programs for children, transitional age youth, or adults; and other County mental health services.~~

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

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V. STAFFINGSTAFFING

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

<u>DIRECT ADMINISTRATION</u>	<u>FTE</u>
<u>Executive Director</u>	<u>0.09</u>
<u>VP Program Operations</u>	<u>0.09</u>
<u>Director of Finance and Operations</u>	<u>0.09</u>
<u>Communications Manager</u>	<u>0.09</u>

1	Payroll And Accounting Spec.	0.09
2	HR Manager	0.09
3	IT Administrator	0.09
4	Office Manager	0.09
5	Receptionist	0.09
6	Executive Assistant	0.09
7	SUBTOTAL DIRECT ADMINISTRATION	0.90
8	PROGRAM ADMINISTRATION	
9	Program Director	1.00
10	Program Supervisor	1.00
11	Quality Assurance Coordinator	1.00
12	Billing Coordinator	1.00
13	Program Dev. and Support Spec.	0.09
14	VP Program Operations	0.06
15	Director of Family Services	0.04
16	SUBTOTAL PROGRAM ADMIN	4.19
17	DIRECT PROGRAM	
18	Mental Health Professional	5.00
19	Mental Health Worker	3.00
20	On-Call	1.00
21	SUBTOTAL DIRECT PROGRAM	9.00
22	TOTAL PROGRAM	13.19
23	TOTAL FTEs	14.09

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

31	PROGRAM	
32	Director of Clinical Operations	0.20
33	Program Director	1.00
34	Program Supervisor	1.00
35	Data Entry Clerk	1.50
36	Mental Health Professional	4.00

—Mental Health Worker	—4.00
TOTAL FTEs	11.70

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

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

~~1. CONTRACTOR shall meet minimum requirements for supervision of each student intern as required by the state Licensing Board and/or school program descriptions or work contracts.~~

~~2. A student intern is a person enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a Licensed Marriage and Family Therapist, a Licensed Clinical Social Worker, or a Licensed Clinical Psychologist.~~

~~3. Student intern services shall not comprise more than twenty percent (20%) of total services provided.~~

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

~~F. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5) business days~~ notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement. CONTRACTOR's notification shall include at a minimum the following ~~the termination, resignation, or notice of resignation of any clinical~~ information: ~~employee. The report shall include the employee's name, (s), position title, (s), date (s) of resignation, date (s) of hire, and a description of the recruitment activity to replace the employee.~~

~~G. WORKLOAD STANDARDS~~

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

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

~~3. CONTRACTOR shall, during each Period, of this Agreement, provide a minimum of nine thousand six hundred (9,600) DSH for client related services.~~

~~4. CONTRACTOR shall provide In Home Crisis Stabilization Services to a minimum of one hundred sixty (160) clients during each Period, of this Agreement. Services would include the following: crisis intervention, individual and family therapy, and case management hours to eligible clients, as specified in the Services Paragraph of this Agreement.~~

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

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

~~J. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) business days in advance, of any new proposed staffing changes, including but not limited to promotions, temporary FTE changes, and internal or external temporary staffing assignment requests assignments that occur during the term of this the Agreement.~~

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

~~H. CONTRACTOR shall maintain a current signature L. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of group supervision weekly to direct service staff covering suicide assessment and crisis intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing with difficult clients, meeting facilitation and medication, confidentiality, identification of strengths, promoting life skills and such other topics identified by the COUNTY. Formal training sessions may also be used to cover these topics but cannot substitute for weekly supervision hours.~~

~~M. CONTRACTOR shall maintain a current signature list including each supervisor and provider~~

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

I. WORKLOAD STANDARDS

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

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

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

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

J. STUDENT INTERNS

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

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

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

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

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

VI. ~~REPORTS~~ REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the ~~California State Department of Mental Health~~ DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports ~~shall~~ will be on a form acceptable to, or provided by,

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

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

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

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

progress.

~~— E. PERFORMANCE OUTCOMES — COUNTY shall develop and provide CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well-being of Orange County residents being served under the terms of this Agreement.~~

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

~~G.F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of client-related services provided by, or under contract with, the COUNTY as identified in the Health Care Agency's policy and procedures.~~

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

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VII. RESPONSIBILITIES

~~— CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES:~~

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

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

C. ~~—~~ CONTRACTOR shall ensure that ~~all staff complete the County's Annual Provider Training and~~ Annual Compliance Training is completed as set forth in Subparagraph C. of the Compliance Paragraph of the Agreement.

~~— D. COUNTY shall provide, or cause to be provided, training and ongoing consultation to~~

~~CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with Health Care Agency (HCA) Standards of Care practices, policies and procedures, documentation standards and any state regulatory requirements.~~

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

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

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

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

H. CONTRACTOR shall attend:

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

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

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

4. Quarterly QIC meetings.

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

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

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

L. PERFORMANCE OUTCOMES

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

2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome

measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well-being of COUNTY residents being served under the terms of the Agreement. The expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess overall program effectiveness.

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACTOR, including each employee that provides services under ~~this~~ the Agreement, will obtain a NPI upon commencement of ~~this~~ the Agreement or prior to providing services under ~~this~~ the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by

ADMINISTRATOR, all NPI as soon as they are available.

~~NP.~~ CONTRACTOR shall provide the ~~Notice of Privacy Practices (NPP)~~ for the ~~County of Orange~~ COUNTY, as the ~~Mental Health Plan~~ MHP, at the time of the first service provided under ~~this~~ the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a ~~County~~ COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the ~~County of Orange~~ COUNTY, as the ~~Mental Health Plan~~ MHP, to any individual who received services under ~~this~~ the Agreement.

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

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

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

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

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

forth in Subparagraph C. of the Notices Paragraph to the Agreement.

U. ADMINISTRATOR ~~Q. COUNTY~~ shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.

~~R. COUNTY~~ V. ADMINISTRATOR shall review ~~client~~ Client charts to assist CONTRACTOR in ensuring compliance with ~~HCA policies and procedures~~ ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

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W. ~~S. COUNTY~~ ADMINISTRATOR shall review and approve all admissions, discharges from the program and extended stays in the program.

~~T. COUNTY~~ X. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

~~U. COUNTY~~ Y. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ~~COUNTY Policies and Procedures~~ ADMINISTRATOR's P&Ps.

~~V. COUNTY~~ Z. ADMINISTRATOR shall provide a written copy of all assessments completed on ~~clients~~ Clients referred for admission.

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

AB. ADMINISTRATOR shall:

~~W. COUNTY may designate a Contract Monitor who shall:~~

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

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

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

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

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

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

1. Make available, training to CONTRACTOR's staff in ~~HCA-CYS~~ ADMINISTRATOR

1 charting procedures.

2 2. Conduct periodic reviews of ~~client~~ Client charts to monitor CONTRACTOR's compliance
3 with ~~HCA-CYS policies and procedures~~ ADMINISTRATOR's P&Ps and Medi-Cal requirements.

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

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

9 ~~YAD.~~ AD. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
10 ~~subparagraph VII. above~~ the Responsibilities Paragraph of this Exhibit A to the Agreement.

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