



Revision to ASR and/or Exhibits/Attachments

Date: May 7, 2012

To: Susan Novak, Clerk of the Board of Supervisors

CC: County Executive Office

From: Mark Refowitz, Interim Agency Director, Health Care Agency

RE: Agenda Item(s) # 20 for the 5/8/2012 Board Meeting

ASR Control #(s): 12-000219

Subject: Revise Attachment A

John A. Nagel, for Mark Refowitz

Explanation:

The Health Care Agency

Revised Recommended Action(s)

Make modifications to the:

Subject

Background Information

Summary

Revised Exhibits/Attachments (attached)

Please replace Attachment A.

Additional Information and/or Correspondence (attached)

1 AGREEMENT FOR PROVISION OF
2 BEHAVIORAL HEALTH CALWORKS SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 «UC_PROV»

7 JULY 1, 2012 THROUGH JUNE 30, 2013

8
9 THIS AGREEMENT entered into this 1st day of July 2012, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 «UC_PROV», «CORP_STAT» (CONTRACTOR). This Agreement shall be administered by the County
12 of Orange Health Care Agency (ADMINISTRATOR).

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

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Behavioral Health CalWORKs Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2012 through June 30, 2013

Aggregate Maximum Obligation: \$2,869,243

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: «LC_PROV»
 «CONTACT»
 «ADDR»
 «CITY_STATE_ZIP»

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage 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:

1		
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4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. BBS	Board of Behavioral Sciences
7	D. BHR	Behavioral Health Response
8	E. CalOMS	California Outcomes Measurement Systems
9	F. CalWORKS	California Work Opportunity and Responsibility for Kids Program
10	G. CCC	California Civil Code
11	H. CCR	California Code of Regulations
12	I. CESI	Client Evaluation of Self at Intake
13	J. CEST	Client Evaluation of Self and Treatment
14	K. CFR	Code of Federal Regulations
15	L. CHPP	COUNTY HIPAA Policies and Procedures
16	M. CHS	Correctional Health Services
17	N. DATAR	Drug Abuse Treatment Access Report
18	O. DHCS	Department of Health Care Services
19	P. D/MC	Drug/Medi-Cal
20	Q. DPFS	Drug Program Fiscal Systems
21	R. DRS	Designated Record Set
22	S. DSH	Direct Service Hours
23	T. FM	Family Maintenance
24	U. FR	Family Reunification
25	V. FTE	Full Time Equivalent
26	W. HCA	Health Care Agency
27	X. HHS	Health and Human Services
28	Y. HIPAA	Health Insurance Portability and Accountability Act
29	Z. HSC	California Health and Safety Code
30	AA IRIS	Integrated Records and Information System
31	AB. MC	Mutual Client
32	AC. MDT	Multi-Disciplinary Team
33	AD. MFT	Marriage and Family Therapist
34	AE. MHP	Mental Health Plan
35	AF. NIATx	Network for Improvement of Addiction Treatment Model
36	AG. NPI	National Provider Identifier
37	AH. NPP	Notice of Privacy Practices

1	AI.	OCJS	Orange County Jail System
2	AJ.	OCPD	Orange County Probation Department
3	AK.	OCR	Office for Civil Rights
4	AL.	OCSD	Orange County Sheriff's Department
5	AM.	OIG	Office of Inspector General
6	AN.	OMB	Office of Management and Budget
7	AO.	OPM	Federal Office of Personnel Management
8	AP.	PADSS	Payment Application Data Security Standard
9	AQ.	PC	State of California Penal Code
10	AR.	PCI DSS	Payment Card Industry Data Security Standard
11	AS.	PHI	Protected Health Information
12	AT.	PII	Personally Identifiable Information
13	AU.	PRA	Public Record Act
14	AV.	STU	Standard Treatment Units
15	AW.	TDM	Team Decision Making
16	AX.	UMDAP	Uniform Method for Determining Ability to Pay
17	AY.	USC	United States Code
18	AZ.	WIC	State of California Welfare and Institutions Code
19	BA.	WTW	Welfare to Work

II. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all 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 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and 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

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

5 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant
6 policies and procedures relating to ADMINISTRATOR’s Compliance Program.

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

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

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

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

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

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

35 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
36 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible
37 Persons, as defined hereunder. Screening shall be conducted against the General Services

1 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG
2 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

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

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

18 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
19 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
20 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

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

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

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

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

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

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

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

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

12 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
13 ADMINISTRATOR’s Code of Conduct.

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

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

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

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

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

28 7. If CONTRACTOR elects to adhere to ADMINISTRATOR’s Code of Conduct then
29 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
30 CONTRACTOR shall comply with ADMINISTRATOR’s Code of Conduct.

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

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E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

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

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

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

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, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

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

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

3. In the event of a collaborative service agreement between Mental Health services providers, 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 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 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 to COUNTY separate Cost Reports, by funding source as specified by ADMINISTRATOR, no later than forty-five (45) calendar days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and county requirements, generally accepted accounting principles 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.

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

a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500), per Cost Report, for each business day after the above specified due date that the accurate and complete Cost Reports are not submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR, either due through this Agreement or other agreements between COUNTY and 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 all Cost Reports are delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the 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 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 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of this Agreement, for services for which the Cost Report should have been submitted, shall be immediately reimbursed to COUNTY.

B. The Cost Reports shall be the final financial and statistical reports submitted to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Reports shall be the final financial records 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 Total Maximum Obligation for the

1 Periods as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not
2 claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
3 county laws, regulations, and requirements. Any payment made by COUNTY to CONTRACTOR,
4 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
5 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
6 calendar days of submission of the corresponding Cost Report or COUNTY may, in addition to any
7 other remedies, elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
8 reimbursement due COUNTY.

9 D. If any Cost Report indicates that the actual and reimbursable costs of services provided pursuant
10 to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
11 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
12 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
13 corresponding Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30)
14 calendar days after submission of the corresponding Cost Report, COUNTY may, in addition to any
15 other remedies, reduce any amount owed CONTRACTOR by an amount no to exceed the
16 reimbursement due COUNTY.

17 E. If any Cost Report indicates that the actual and reimbursable costs of services provided pursuant
18 to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
19 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
20 such payment does not exceed the Total Maximum Obligation of COUNTY.

21 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
22 attached to each Cost Report:

23
24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
25 supporting documentation prepared by _____ for the cost report period
26 beginning _____ and ending _____ and that, to the best of my knowledge
27 and belief, costs reimbursed through this Agreement are reasonable and allowable and
28 directly or indirectly related to the services provided and that this Cost Report is a
29 true, correct, and complete statement from the books and records of (provider name)
30 in accordance with applicable instructions, except as noted. I also hereby certify that I
31 have the authority to execute the accompanying Cost Report.

32
33 Signed _____
34 Name _____
35 Title _____
36 Date _____"

37 //

IX. EQUIPMENT

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

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

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

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

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

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

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

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

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

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

10 B. In the event that CONTRACTOR is unable to provide services, staffing, facilities, or supplies,
11 ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation. The reduction to
12 the Total Maximum Obligation shall be in an amount proportionate to the number of days in which
13 CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

14 **XI. INDEMNIFICATION AND INSURANCE**

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

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

29 C. All insurance policies except Workers' Compensation, Employer's Liability and Professional
30 Liability shall contain the following clauses:

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

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

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

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

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

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

8 9 **XII. INSPECTIONS AND AUDITS**

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

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

24 C. AUDIT RESPONSE

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

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

37 //

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

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

8 9 **XIII. LICENSES AND LAWS**

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

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

- 20 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
21 Manual.
- 22 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
23 Program Certification Standards, March 2004.
- 24 3. HSC, Divisions 10.5 and 10.6.
- 25 4. HSC, §§11758.40 through 11758.47.
- 26 5. HSC, §§11839 through 11839.22
- 27 6. HSC, §11864
- 28 7. HSC, §11876(a)
- 29 8. HSC, §§123110 through 123149.5.
- 30 9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
- 31 10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
- 32 11. 41 CFR, Public Contracts and Property Management.
- 33 12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 34 13. 45 CFR 93, New Restrictions on Lobbying.
- 35 14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
- 36 15. 45 CFR 96.132(e), Additional Agreements.
- 37 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.

- 1 17. 45 CFR 160, General Administrative Requirements.
- 2 18. 45 CFR 162, Administrative Requirements.
- 3 19. 45 CFR 164, Security And Privacy.
- 4 20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 5 21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to
- 6 influence certain federal contracting and financial transactions.
- 7 22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- 8 23. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and Mental
- 9 Health Services Administration.
- 10 24. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- 11 25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health
- 12 services facilities and organizations.
- 13 26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative
- 14 Simplification.
- 15 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on
- 16 Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 17 28. 42 USC 6101, Age Discrimination Act of 1975
- 18 29. 42 USC 2000d, Civil Rights
- 19 30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse
- 20 prevention and treatment block grants and/or projects for assistance in transition from homelessness
- 21 grants."
- 22 31. 8 USC, 1324, Immigration Reform & Control Act, 1986
- 23 32. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 24 33. CCC §§1798.80 through 1798.82, Customer Records.
- 25 34. CCC §1798.85, Confidentiality of Social Security Number.
- 26 35. CCR, Title 9, Division 4; and Title 22.
- 27 36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
- 28 37. U.S. Department of Health and Human Services Grants Policy Statement.
- 29 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol
- 30 and Drug Programs, 2003
- 31 39. California Welfare and Institutions Code, §14100.2.

32 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

37 //

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

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

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

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

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

16
17 **XIV. LITERATURE AND ADVERTISEMENTS**

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

25 B. CONTRACTOR shall also clearly explain through these materials that there shall be no
26 unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as
27 specified in HSC, §11999.

28 C. Any advertisement through radio, television broadcast, or the Internet, for educational or
29 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
30 Agreement must be approved in advance and in writing by ADMINISTRATOR.

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XV. MAXIMUM OBLIGATION

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2 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
3 agreements for Behavioral Health CalWORKs Services is as specified in the Referenced Contract
4 Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several
5 agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the
6 parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum
7 Obligation.

XVI. NONDISCRIMINATION**A. EMPLOYMENT**

10
11 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
12 discriminate against any employee or applicant for employment because of his/her ethnic group
13 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),
14 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant
15 that the evaluation and treatment of employees and applicants for employment are free from
16 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment
17 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
18 including apprenticeship. There shall be posted in conspicuous places, available to employees and
19 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
20 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

21 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
22 shall state that all qualified applicants will receive consideration for employment without regard to
23 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
24 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement
25 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

30 **B. SERVICES, BENEFITS, AND FACILITIES** – CONTRACTOR shall not discriminate in the
31 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
32 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
33 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
34 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
35 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,
36 Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules

37 //

1 and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as
2 all may now exist or be hereafter amended or changed.

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

5 a. Denying a client or potential client any service, benefit, or accommodation.

6 b. Providing any service or benefit to a client which is different or is provided in a
7 different manner or at a different time from that provided to other clients.

8 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
9 by others receiving any service or benefit.

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

13 e. Assignment of times or places for the provision of services.

14 2. Complaint Process – CONTRACTOR shall establish procedures for advising all clients
15 through a written statement that CONTRACTOR’s clients may file all complaints alleging
16 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
17 COUNTY’s Patient’s Rights Office. CONTRACTOR’s statement shall advise clients of the following:

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

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

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

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

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

32 C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of
33 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
34 and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), pertaining to the prohibition
35 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
36 now or may be hereafter amended together with succeeding legislation.

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

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

9
10 **XVII. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by Email; or

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

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

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

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

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

32
33 **XVIII. NOTIFICATION OF DEATH**

34 A. NON-TERMINAL ILLNESS DEATH

35 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
36 becoming aware of the death due to non-terminal illness of any person served hereunder; provided,
37 however, weekends and holidays shall not be included for purposes of computing the time within which

1 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given
2 during normal business hours.

3 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver
4 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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

8 **B. TERMINAL ILLNESS DEATH**

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

14 2. If there are any questions regarding the cause of death of any person served hereunder who
15 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
16 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with Subparagraph A.
17 above.

18
19 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

27
28 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 32 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
- 33 75055(a), 75343(a), and 77143(a).
- 34 2. State of California, Department of ASRS manual.
- 35 3. State of California, DPFS manual.
- 36 4. State of California, Health and Safety Code §123145.
- 37 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

- 18 1. The medical records and billing records about individuals maintained by or for a covered
- 19 health care provider;
- 20 2. The enrollment, payment, claims adjudication, and case or medical management record
- 21 systems maintained by or for a health plan; or
- 22 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 26 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
- 27 site visit.
- 28 2. Provide auditor or other authorized individuals access to documents via a computer
- 29 terminal.
- 30 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
- 31 requested.

32 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
33 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy
34 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
35 telephone and email or facsimile.

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

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

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

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

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

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

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

21 22 **XXI. REVENUE**

23 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
 24 clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their
 25 estates and responsible relatives, according to their ability to pay as determined by the State Department
 26 of Mental Health's UMDAP procedure or by other payment procedure as approved in advance, and in
 27 writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations.
 28 Such fee shall not exceed the actual cost of services provided. No client shall be denied services
 29 because of an inability to pay.

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

33 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
 34 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide
 35 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
 36 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
 37 //

1 are billed, collected, transferred to a collection agency or deemed by CONTRACTOR to be
2 uncollectible.

4 **XXII. SEVERABILITY**

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

10 **XXIII. SPECIAL PROVISIONS**

11
12 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
13 purposes:

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

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

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

19 4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

20 5. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
21 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
22 of appropriated funds to influence certain federal contracting and financial transactions).

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

26 7. Fundraising.

27 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
28 CONTRACTOR's staff or members of the Board of Directors.

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

32 10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
33 services.

34 11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
35 alcohol.

36 12. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of
37 the Controlled Substance Act (21 USC 812).

1 13. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
2 injection of any illegal drug.

3 14. Assisting, promoting, or deterring union organizing.

4 15. Severance pay for separating employees.

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

7 17. Providing inpatient hospital services or purchasing major medical equipment.

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

10 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
11 CONTRACTOR's participants.

12 2. Funding travel or training (excluding mileage or parking) not approved by
13 ADMINISTRATOR.

14 3. Making phone calls outside of the local area unless documented to be directly for the
15 purpose of participant care.

16 4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not
17 approved in advance by ADMINISTRATOR.

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

20 C. Neither party shall be responsible for delays or failures in performance resulting from acts
21 beyond control of the offending party. Such acts shall include, but not be limited to, acts of God, fire,
22 flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public
23 related utility, or governmental statutes or regulations super-imposed after the fact.

24
25 **XXIV. STATUS OF CONTRACTOR**

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

37 //

XXV. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Master Agreement applies. The term of this Master Agreement shall commence on July 1, 2012 and terminate on June 30, 2013; provided, however, that the specific term for CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and provided further that the parties shall continue to be obligated to comply with the requirements and perform the duties specified in this Agreement. Such duties include, but are 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.

XXVI. TERMINATION

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

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

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

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

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1 D. CONTINGENT FUNDING

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

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

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

7 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
8 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
9 CONTRACTOR.

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

14 F. In the event this Agreement is terminated by either party, after receiving a Notice of
15 Termination CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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XXVII. 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.

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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

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4 «UC_PROV»

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6 BY: _____ DATED: _____

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8 TITLE: _____

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11 BY: _____ DATED: _____

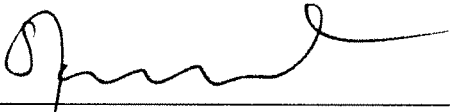
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18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

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31 BY:  _____ DATED: 4/9/12

32 DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF WITH
BEHAVIORAL HEALTH CALWORKS SERVICES

«UC_PROV»

JULY 1, 2012 THROUGH JUNE 30, 2013

I. DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

A. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the Clients are receiving services at least once per month.

B. Alcohol and Drug Abuse Unit of Service means a face-to-face contact which results in a record of a therapeutic experience in a Client’s chart.

C. Cal-Learn is a program that serves pregnant and custodial/parenting teen parents under the age of nineteen (19) years of age who have not obtained a high school diploma or equivalent, and are receiving CalWORKs.

D. CalOMS is a statewide Client-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of alcohol and other drug services at the state, county, and provider levels.

E. Case Management and Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of resources, and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs. This includes supportive assistance to the Client.

F. CalWORKs Child Welfare Behavioral Health Services means therapeutic interventions to protect children's welfare and to promote their healthy development in their family home. There are two types of Child Welfare Behavioral Health Services:

1. MC/FM means services provided to families who are receiving CalWORKs funding and FM services through the Social Services Agency's Children and Family Services Program. These families may be voluntarily receiving FM services or the children may remain in their home under the supervision of the Juvenile Court.

2. MC/FR means services with a mandated goal ordered by the Juvenile Court. FR services are limited to parents of children who are receiving CalWORKs funding when their children are placed in the custody of the Juvenile Court.

G. CalWORKs Team means the COUNTY unit responsible for outreach, assessment, referral and network coordination for Clients enrolled in the CalWORKs program.

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1 H. Client means a person who has enrolled in the CalWORKs program, who has been referred by
 2 COUNTY's CalWORKs Team and who has substance abuse, mental health, domestic violence or other
 3 problems that act as barrier(s) to employment, for whom a COUNTY-approved intake process and
 4 admission for outpatient services has been completed pursuant to the Agreement.

5 I. CESI and CEST are self-administered survey instruments designed to assess Clients' motivation
 6 for change, engagement in treatment, social and peer support, and other psychosocial indicators of
 7 progress in recovery.

8 J. Clinical Social Worker means a person who meets the minimum professional and licensure
 9 requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-Master's clinical
 10 experience in a mental health setting.

11 K. DATAR means a report required by the State.

12 L. Diagnosis means the definition of the nature of the Client's disorder.

13 M. DSH means a measure in hours and parts of hours that a clinician spends providing Client
 14 services. Previously referred to as STU.

15 N. Intake means the initial face-to-face meeting between a Client and CONTRACTOR staff in
 16 which specific information about the Client is gathered.

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

21 P. Licensed Mental Health Professional means licensed physicians, licensed psychologist, licensed
 22 clinical social workers, licensed marriage and family therapists, registered nurses, licensed vocational
 23 nurses, and licensed psychiatric technicians.

24 Q. Linkage means connecting clients to ancillary services such as outpatient/residential treatment
 25 and supportive services which may include self-help groups, social services, rehabilitation services,
 26 vocational services, job training services or other appropriate services.

27 R. MFT means a person who meets the minimum professional and licensure requirements set forth
 28 in Title 9, CCR, Section 626.

29 S. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and
 30 at least four years of experience in a mental health setting as a specialist in the fields of physical
 31 restoration, social adjustment or vocational adjustment.

32 T. Mental Health Services means therapies and interventions that are designed to reduce mental
 33 disability, and restore, improve or assist in the maintenance of mental functioning. Services shall be
 34 consistent with the goals of learning, independent living and enhanced self-sufficiency that are not
 35 provided as a component of adult residential services, crisis residential treatment services, crisis
 36 intervention, or crisis stabilization. Service activities may include, but are not limited to, the following:

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1 1. Assessment means a service activity designed to evaluate the current status of a Client's
2 mental or behavioral health. Assessment includes but is not limited to one or more of the following:
3 mental status determination, analysis of the Client's clinical history; analysis of relevant cultural issues
4 and history; diagnosis, and the use of testing procedures.

5 2. Collateral means a service activity provided to a significant support person in a Client's life
6 for the purpose of meeting the needs of the Client in terms of achieving the goals of the Client's Client
7 plan. Collateral may include, but is not limited to consultation and training of the significant support
8 person (s) to assist in better utilization of specialty mental health services by the Client, consultation and
9 training of the significant support person (s) to assist in better understanding of mental illness, and
10 family counseling with the significant support person (s).

11 3. Counselor means a professional who is either registered or certified and/or licensed by the
12 appropriate organization pertaining to their particular discipline.

13 4. Crisis Intervention means a service lasting less than twenty-four (24) hours, to or on behalf
14 of a Client, for a condition that requires more timely response than a regularly scheduled visit. Service
15 activities include, but are not limited to one or more of the following: assessment, collateral and
16 therapy.

17 5. Rehabilitation means a service activity which includes, but is not limited to, assistance in
18 improving, maintaining, or restoring a Client's or group of beneficiaries' functional skills, daily living
19 skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and
20 support resources and/or medication education.

21 6. Targeted Case Management means services that assist a client to access needed medical,
22 educational, social, prevocational, vocational, rehabilitative, or other community services. The service
23 activities may include, but are not limited to, communication, coordination, and referral, monitoring
24 service delivery to ensure client access to service and the service delivery system; monitoring of the
25 client's progress, and plan development. Targeted Case Management may be either face-to-face or by
26 telephone with the client or significant support persons and may be provided anywhere in the
27 community.

28 7. Therapy means a service activity that is a therapeutic intervention that focuses primarily on
29 symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
30 individual or group of beneficiaries and may include family therapy at which the Client is present.

31 U. Mental Health Unit of Service means one (1) minute of contact with the Client which results in
32 a record of a therapeutic experience in a Client's chart.

33 V. Mental Health Worker means a person who has obtained a Bachelor's degree in a mental health
34 field or has a high school diploma and two (2) years of experience in a mental health field.

35 W. NPI means the standard unique health identifier that was adopted by the Secretary of Health and
36 Human Services under HIPAA. All HIPAA covered healthcare providers, individuals and organization
37

1 must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned
2 to individuals for life.

3 X. NPP is a document that notifies individuals of uses and disclosers of PHI that may be made by
4 or on behalf of the health plan or health care provider as set forth in HIPAA.

5 Y. Pre-Licensed Therapist means a person who has obtained a Masters Degree in Social Work or
6 MFT and is registered with the BBS as an Associate Clinical Social Worker or MFT intern acquiring
7 hours for licensing. Registration is subject to regulations adopted by the BBS.

8 Z. Program/Clinical Director means a person who meets the minimum requirements set forth in
9 Title 9, CCR, Sections 620 through, and including, 632.

10 AA. Therapeutic Activity means activities such as individual counseling, groups, and self-help
11 groups. These activities shall incorporate best practices and evidence-based approaches.

12 AB. Token means the security device which allows an individual user to access the HCA computer
13 based IRIS.

14 AC. Supervisory Review means ongoing clinical case reviews in accordance with procedures
15 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
16 compliance and charting standards. The Program/Clinic Director or designee conducts Supervisory
17 Review.

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II. BUDGET

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

ADMINISTRATIVE COST	CalWORKs
Indirect Costs	\$ «ADM_IC»
SUBTOTAL ADMINISTRATIVE COST	\$ «ADM_SUB»
PROGRAM COST	
Salaries	\$ «PGM_SAL»
Benefits	«PGM_BEN»
Services and Supplies	«PGM_SS»
Subcontractor	«PGM_SUBK»
SUBTOTAL PROGRAM COST	\$ «PGM_SUB»
TOTAL COST	\$ «T_COST»
REVENUE	
Other Revenue	\$ «OTHER_REV»
TOTAL REVENUE	\$ «T_REV»
TOTAL MAXIMUM OBLIGATION	\$«TTL_MAXOB»

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

C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request 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 consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly

1 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
 2 which will include a justification narrative specifying the purpose of the request, the amount of said
 3 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current
 4 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any
 5 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by
 6 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for
 7 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

18 **III. PAYMENTS**

19 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 20 \$«ARREAR_PMT» per month. All payments are interim payments only and are subject to Final
 21 Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR
 22 shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total
 23 of such payments does not exceed COUNTY's Total Maximum Obligation and, provided further,
 24 CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations.
 25 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
 26 provisional amount specified above has not been fully paid.

27 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
 28 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
 29 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 30 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

19 20 **IV. REPORTS**

21 A. CONTRACTOR shall maintain records and make statistical reports as required by
 22 ADMINISTRATOR and the California State Department of Mental Health and Alcohol and Drug Program on
 23 forms provided by either agency.

24 B. FISCAL

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

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

1 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with
2 the Monthly Expenditure and Revenue Reports.

3 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
4 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
5 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this
6 Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire
7 and/or termination date and any other pertinent information as may be required by ADMINISTRATOR.
8 The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following
9 the end of the month being reported.

10 D. PROGRAMMATIC – CONTRACTOR shall provide the following reports in support of
11 CalWORKs services. These reports shall be on a form approved or provided by ADMINISTRATOR.
12 For CalWORKs Clients, CONTRACTOR shall include monthly progress reports to COUNTY's
13 CalWORKs Team and/or Social Services Agency as directed.

14 a. Such progress report shall include, but may not be limited to:

15 1. The Client's total number of treatment hours provided by CONTRACTOR.
16 2. Documentation on the Client's compliance and progress with the treatment plan,
17 and the expected date of resolution.

18 3. Outcome measurements including

- 19 a. Resolved impairments
20 b. Progress towards Welfare to Work Goals
21 c. Employment
22 d. CalWORKs enrollment discontinuance

23 b. BHR Forms – Completed thoroughly and accurately for each Client upon completion of
24 intake assessment, discharge, and for each month of service. These reports are reviewed by
25 CONTRACTOR's supervisor.

26 1. Initial Assessment BHR shall be completed and forwarded to the CalWORKs
27 Regional Program Coordinator within two (2) working days of assessment completion.

28 2. Discharge BHR shall be completed and forwarded to the CalWORKs Regional
29 Program Coordinator within two (2) working days of case discharge.

30 3. Monthly BHR shall be completed and forwarded to the CalWORKs Regional
31 Program Coordinator by the seventh (7th) calendar day of the month following the report month.

32 c. Monthly Contract Report – Count of Admissions, Discharges, End of the Month
33 Caseloads Unit of Service, WTW status for open cases, staffing and program changes. The report shall
34 be submitted as directed by ADMINISTRATOR by the twelfth (12th) calendar day of the month
35 following the report month.

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1 d. Monthly Services Report – Service and performance measures in six categories:
2 Intakes, Services, Case Management, Impairments, Discharges, and Outcomes. This report shall be
3 submitted as directed by ADMINISTRATOR by the twelfth (12th) calendar day of the month following
4 the report month.

5 e. Child Care Log – A log showing name of CalWORKs Client, name of child/children,
6 date and time signed in, date and time signed out and name of childcare worker.

7 f. For services provided to Child Welfare Clients receiving CalWORKs Services In-
8 Office Counseling, the following reports shall be completed and submitted to the Social Services
9 Children & Family Services Social Worker.

10 1. Assessment and Treatment Plan – to be completed and submitted within thirty (30)
11 calendar days upon completion of the Intake Assessment.

12 2. Progress Report – to be completed and submitted by the tenth (10th) calendar day of
13 each month for each Client served during the preceding month.

14 3. Termination Report – to be completed within fifteen (15) calendar days of
15 termination from CalWORKs BHS.

16 E. CESI and CEST – CONTRACTOR shall ensure that surveys are completed by designated
17 Clients, timely and accurately, including but not limited to, ensuring surveys contain provider number,
18 Client ID number, responses to all psychosocial questions, responses for other important Client and
19 CONTRACTOR information, and fields are filled and/or marked appropriately.

20 1. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to
21 ADMINISTRATOR, once a month, on the tenth (10th) business day of each month.

22 2. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client
23 files.

24 3. CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting,
25 scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they
26 may be revised and/or amended in the future, for the review, use, and analysis of the CESI and CEST.

27 F. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR, and/or any
28 other State Department of Alcohol and Drug Programs Reporting System in a manner prescribed by
29 ADMINISTRATOR, no later than the fifth (5th) business day of the month following report month.

30 G. CONTRACTOR shall ensure that appropriate comments are entered into Social Services’
31 CalWIN data system at a minimum of once a month, and otherwise as directed by ADMINISTRATOR.

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

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I. 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 HCA’s policy and procedures.

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

V. SERVICES

A. FACILITY

1. FACILITY LOCATION – CONTRACTOR shall maintain facilities which meet the minimum requirements for Behavioral Health Outpatient CalWORKs Services for exclusive use by COUNTY at the following locations, or any other location approved, in advance, in writing, by ADMINISTRATOR:

«FAC1_NAME»
«FAC1_ADDR»
«FAC1_CSZ»

«FAC2_NAME»
«FAC2_ADDR»
«FAC2_CSZ»

2. FACILITY STANDARDS – The facilities shall meet the following standards:

a. Outpatient Services shall include at least three (3) or more rooms for Client treatment, including at least one (1) group room with the capacity for at least ten (10) Clients.

b. CONTRACTOR’s facility for Outpatient services shall operate, at least, from 9:00 a.m. until 5:00 p.m. on Monday through Friday, with the provision of at least one day per week for early morning or evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate Clients unable to participate during normal business hours.

c. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule, unless otherwise authorized, in writing, by ADMINISTRATOR.

d. The Facilities shall:

1. Include a space which can be used for the following services/programs:

- a. Mental Health Services
- b. Crisis Intervention Services
- c. Case Management Services
- d. Substance Abuse Services

2. Be accessible to an area of high eligible Client concentration;

3. Be certified as a non-residential, outpatient alcohol and drug clinic;

4. Have accessible parking for Clients, including spaces for persons with disabilities;

5. Be located in a location that is readily accessible by public transportation;

6. Be accessible to persons with disabilities; and

1 7. Have restrooms for men and women, and also have a restroom which is accessible
2 to persons with disabilities.

3 **B. INDIVIDUALS TO BE SERVED**

4 1. CONTRACTOR shall provide Outpatient services to all qualified CalWORKs Clients, as
5 listed below, living in Orange County.

- 6 a. Welfare To Work Participants who are 18 years of age or older
- 7 b. Welfare To Work Pregnant and Parenting Teens
- 8 c. Non Welfare To Work Participants whose personal and family needs are
- 9 challenged by emergent or extraordinary circumstances.

10 2. CONTRACTOR shall provide these services to persons who meet at least one of the
11 following criteria:

- 12 a. Person referred by CalWORKs Team for substance use disorder services.
- 13 b. Person referred by CalWORKs Team for mental health services.

14 **C. PROGRAM SERVICES – CONTRACTOR shall provide comprehensive Behavioral Health**
15 **services specifically targeted to CalWORKs Clients as indicated in the COUNTY’s CalWORKs Team**
16 **referral forms. When appropriate, all services to CalWORKs Clients shall be vocationally oriented. It is**
17 **understood by the parties that Clients in the CalWORKs program will have one or more Behavioral**
18 **Health problems, for example, mental health, substance abuse, co-occurring, domestic violence, and/or**
19 **child welfare that impair their ability to obtain and maintain employment.**

20 1. **OUTREACH & ENGAGEMENT ACTIVITIES – CONTRACTOR shall perform outreach**
21 **and engagement activities for the purpose of encouraging Clients who have been referred for treatment.**
22 **Such outreach and engagement activities may include, but are not limited to, phone calls, outreach**
23 **letters, home visits, and collaboration with Social Services CalWORKs workers.**

24 2. **ASSESSMENT AND EVALUATION SERVICES – CONTRACTOR shall provide an**
25 **evaluation of the Client’s mental status, community functioning and vocational abilities.**

26 3. **BEHAVIORAL HEALTH EDUCATION**

27 a. As part of the evaluation process, CONTRACTOR shall provide a series of classes
28 designed to educate Clients about the relationship between their mental illness and/or substance abuse
29 symptoms and the ability to function.

30 b. During the Behavioral Health Education process, CONTRACTOR shall provide
31 additional on-going assessment of the Client.

32 4. **INDIVIDUAL, COUPLES AND FAMILY THERAPY – CONTRACTOR shall provide**
33 **therapeutic interventions consistent with the treatment plan and the Client's vocational goals.**
34 **CONTRACTOR shall provide such services to Clients either individually, or with the Client’s**
35 **significant other, or to a Client’s family.**

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1 5. GROUP THERAPY – CONTRACTOR shall provide therapy to Clients determined
2 appropriate for group sessions. CONTRACTOR shall establish groups as appropriate to meet the needs
3 of these Clients. Groups for Clients may include, but not be limited to, effect of substance abuse,
4 recovery, relapse prevention, co-occurring, coping skills, life management, communication skills,
5 women’s issues, domestic violence, parenting skills/issues and job retention. Parenting classes or
6 groups shall be provided pursuant to the CalWORKs Parenting Curriculum which meets the state
7 Welfare and Institution Code and COUNTY standards.

8 6. DUAL DIAGNOSIS SERVICES – CalWORKs Clients referred to CONTRACTOR may
9 have a concurrent mental illness and substance use disorder. The primary diagnosis for these Clients
10 shall not be a factor in CONTRACTOR’s acceptance of these Clients; therefore, CONTRACTOR shall
11 be expected to provide services to Clients with either a primary diagnosis of mental illness or a primary
12 diagnosis of substance use disorder. CONTRACTOR shall provide both rehabilitative and recovery
13 services to such Clients and ensure that such services address the relationship between these two (2)
14 diagnoses. CONTRACTOR may receive referrals for CalWORKs Clients who are thought to be co-
15 occurring, but are then determined not to have a mental health illness. CONTRACTOR shall ensure that
16 any such Client receives appropriate substance abuse services.

17 7. DOMESTIC VIOLENCE COUNSELING – When CONTRACTOR staff has identified that
18 a Client is experiencing a domestic violence issue, CONTRACTOR shall provide therapeutic
19 interventions which focus primarily on the Client’s experience with, and/or exposure to domestic
20 violence.

21 a. CONTRACTOR shall serve both the victim and the perpetrator when the family is
22 working to stay together or reunify.

23 b. Domestic Violence Counseling is intended to eliminate physical, sexual, emotional,
24 and/or fiduciary abuse in an intimate or family relationship. The primary goal of this service is to
25 protect the victim from further harm.

26 c. Issues of substance abuse and mental illness must be addressed throughout treatment.

27 8. LINKAGES AND REFERRALS – CONTRACTOR shall provide comprehensive
28 information related to alcohol and other drug abuse residential treatment, and support services such as
29 self-help groups, social services, rehabilitation, vocational and job training or other appropriate services
30 as needed. Based on individual need, CONTRACTOR shall link access to such services prior to
31 discharge.

32 9. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services
33 which include the process of identification, assessment of need, planning, coordination and linkage,
34 monitoring and continuous evaluation of Client and of available resources, and advocacy through a
35 process of casework activities in order to achieve the best possible resolution to individual needs in the
36 most effective way possible.

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1 10. CalWORKs CHILD WELFARE BEHAVIORAL HEALTH SERVICES – CONTRACTOR
2 shall provide therapeutic interventions to protect children’s welfare and promote their healthy
3 development in their family home. CONTRACTOR shall coordinate services with the assigned Social
4 Services’ CalWORKs staff and Children and Family Services Social Worker. CONTRACTOR shall
5 acquire the appropriate Release of Information forms and complete the required reports.

6 11. CRISIS INTERVENTION – CONTRACTOR shall provide crisis intervention services to or
7 on behalf of a Client for a condition that requires more timely response than a regularly scheduled visit.
8 CONTRACTOR shall provide services to assist Clients to deal with life stressors that severely impair
9 their functioning and/or jeopardize the health and safety of themselves, their family, or others.

10 12. CHILDCARE – CONTRACTOR shall make available childcare services onsite to facilitate
11 participation in the CalWORKs Behavioral Health Program.

12 13. TRANSPORTATION – CONTRACTOR shall provide bus passes or other means of
13 transportation to Clients in need of transportation in order to attend treatment appointments and access
14 services.

15 14. COLLABORATION – CONTRACTOR shall establish and maintain productive working
16 relationships with the County CalWORKs BHS Team, SSA CalWORKs Program Staff, and SSA’s
17 partners, in order to help Clients meet their WTW plan and/or other CalWORKs requirements.
18 CONTRACTOR shall participate in SSA Children & Family Services’ TDM meetings and/or SSA
19 CalWORKs MDT meetings.

20 D. PERFORMANCE OUTCOMES:

21 1. Seventy five percent (75%) of participant intakes (first face to face) are within two weeks
22 form the admit date into the program. Admit date is defined as the date of the first service (phone,
23 outreach letter, etc.).

24 2. At least ten percent (10%) of all participants will start employment, employment training,
25 and/or educational activities each month.

26 3. At least twenty percent (20%) of participants will have “Employment Activities”
27 CalWORKs/WTW status at time of discharge.

28 4. At least forty five percent (45%) of participants will have “Non-Employment WTW
29 Activities” CalWORKs/WTW status at time of discharge.

30 5. At least thirty percent (30%) of participants will have “Resolved” and “Partially Resolved”
31 impairment resolution status at time of discharge.

32 6. For all substance abuse or dual diagnosis cases, successful bidders shall obtain from eighty
33 percent (80%) of participants, the completed CESI at the time of intake, and the completed CEST at
34 ninety (90) days, six (6) months, annually, and at completion of treatment.

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E. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1. CONTRACTOR shall ensure that all persons admitted for outpatient substance abuse or co-occurring treatment services have a health questionnaire completed using form ADP 10100-A-E, or other form approved by ADMINISTRATOR.

2. The health questionnaire is a Client's self-assessment of his/her current health status and shall be completed by Client.

3. CONTRACTOR shall review the health questionnaire form prior to Client's admission to the program. The completed health questionnaire shall be signed and dated by staff and Client.

4. CONTRACTOR shall file a copy of the questionnaire in the Client's file.

5. CONTRACTOR shall, based on information provided by Client on the health questionnaire form, refer Client to licensed medical professionals for physical and laboratory examinations.

a. CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to Client's admission to the program when applicable.

b. CONTRACTOR shall file a copy of the referral and clearance in the Client's file.

6. CONTRACTOR shall provide directly or by referral: HIV education, voluntary, HIV antibody testing and risk assessment and disclosure counseling.

7. CONTRACTOR shall have and post at the location where services are provided, written procedures for obtaining medical or psychiatric evaluation and emergency services.

8. CONTRACTOR shall have readily available the name, address, and telephone number for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

F. 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.

G. CONTRACTOR shall develop all requested and required program specific policies and procedures, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said policies and procedures and prior to accepting any client admissions to the program. All policies and procedures and program guidelines will be reviewed bi-annually at a minimum for updates.

H. CONTRACTOR shall provide initial and on-going training and staff development, as requested by ADMINISTRATOR.

I. CONTRACTOR shall apply for and receive approval of the Orange County Probation Department (Probation) to provide outpatient treatment services. CONTRACTOR shall recognize the authority of Probation as officers of the court, and shall extend cooperation to Probation within the constraints of CONTRACTOR's program of Substance Use Disorder Outpatient Treatment Services

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VI. STAFFING

A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns, and members of the Board of Directors which will include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth in the Code of Conduct.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not 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.

C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population served under the Agreement. Whenever possible, bilingual/bicultural staff should be retained.

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

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

F. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the staffing requirements described in this paragraph.

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1 G. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs
 2 continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty
 3 (40) hours work per week.

4
 5 PROGRAM

6	Administrative Assistant	«P_ADM_ASST»
7	Child Care Worker	«P_CC_WKR»
8	Clerk	«P_CLK»
9	Clinical Supervisor	«P_CL_SUPV»
10	Clinician	«P_CLN»
11	Counselor	«P_COUN»
12	Lead Clinician	«P_LCLN»
13	Licensed Therapist	«P_LTHER»
14	Mental Health Therapist	«P_MH_THER»
15	Mental Health Worker	«P_MH_WKR»
16	Office Assistant	«P_OF»
17	Office Manager	«P_OMGR»
18	Pre-Licensed Therapist	«P_PL_THER»
19	Program Director	«P_PGMDIR»
20	Project Director	«P_PJDIR»
21	Receptionist	«P_REC»
22	Revenue Specialist	«P_REVSP»
23	Revenue/Office Manager	«P_RO_MGR»
24	Substance Abuse Counselor	«P_SA_COUN»
25	SUBTOTAL PROGRAM	«P_SUBTTL»
26		
27	TOTAL FTEs	«TTL_FTE»

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 29 H. WORKLOAD STANDARDS

30 1. CONTRACTOR shall maintain an average monthly caseload of thirty-five (35) CalWORKS
 31 Clients per clinical/counseling FTE, and provide a minimum of «FTE_SPELL» («FTE_NUM») DSH.
 32 The parties understand that this program caseload is dependent upon COUNTY CalWORKS Team
 33 referrals. The parties understand further that ADMINISTRATOR will review services provided
 34 quarterly and upon mutual written agreement, units of service may be adjusted based on
 35 CONTRACTOR's actual experience.

36 2. One (1) DSH will be equal to sixty (60) minutes of direct client service.

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1 3. The CONTRACTOR shall provide an average of one hundred (100) DSHs per month per
2 FTE, or one thousand two hundred (1,200) DSHs per year per FTE of direct mental health clinician time
3 which will include mental health, case management and crisis intervention. CONTRACTOR
4 understands and agrees that this is a minimum standard and shall make every effort to exceed this
5 minimum. Crisis intervention may not be billed beyond eight (8) hours in a twenty-four (24) hour
6 period.

7 4. CONTRACTOR shall report Alcohol and Drug Units of Service as number of
8 face-to-face contacts.

9 5. CONTRACTOR shall report Mental Health Units of Service as number of minutes.

10 I. All program staff having direct contact with Clients shall, within the first (1st) year of
11 employment, be trained in infectious disease recognition, crisis intervention and to recognize physical
12 and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall
13 provide ongoing training in topics related to alcohol and drug use on a yearly basis.

14 J. Staffing levels and qualifications shall meet the requirements of as stated in CCR Title 9,
15 Division 1, Chapter 3, Article 8; Title 9; Division 4, Chapter 8 and/or the State of California Health and
16 Human Services Agency's Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
17 Certification Standards for Outpatient Services. All staff providing treatment services shall be licensed
18 and/or certified in accordance with state requirements, and professional guidelines, as applicable.
19 CalWORKs staffing shall require that a sufficient number of clinical staff shall be licensed in order to
20 meet all state requirements.

21 K. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who
22 are either licensed (LCSW, MFT or psychologist) or registered interns, such as Associate Clinical Social
23 Workers or MFT Interns, or possess a Master's Degree in either psychology, sociology, social work, or
24 related field with one (1) to two (2) years experience in the human services fields.

25 L. Domestic Violence Counseling shall be provided by staff who are either licensed (LCSW, MFT
26 or psychologist) or registered interns, such as Associate Clinical Social Workers or MFT Interns, or
27 possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to
28 two (2) years experience in the human services fields.

29 1. Staff shall complete an initial six (6) hour training course, provided by CONTRACTOR, on
30 spousal/partner abuse/domestic violence issues within six (6) months of hire date.

31 2. Staff shall complete a six (6) hour refresher training course, provided by CONTRACTOR,
32 on spousal/partner abuse/domestic violence issues within three (3) years of completing the initial training
33 course referenced above.

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

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1 1. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10)
 2 hours of work by interns or consistent with school or licensing Board requirements. CONTRACTOR
 3 shall provide supervision to volunteers as specified in the respective job descriptions or work contacts.

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

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

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

15 O. CONTRACTOR shall provide pre-employment screening of any staff person providing any
 16 service pursuant to the Agreement. All staff shall pass an Orange County criminal justice background
 17 check conducted by Probation on a yearly basis. Program directors, managers and other supervisory staff
 18 will be requested to voluntarily submit to a more extensive background check including "live scan"
 19 fingerprinting. The results of the fingerprint checks will be sent directly from the Department of Justice
 20 to the Probation Department.

21 1. All staff, prior to hiring, shall meet the following requirements:

22 a. No person shall have been convicted of a sex offense for which the person is required to
 23 register as a sex offender under California Penal Code section 290.

24 b. No person shall have been convicted of an arson offense – Violation of Penal Code
 25 sections 451, 451.1, 452, 452.1, 453, 454, or 455;

26 c. No person shall have been convicted of any violent felony as defined in Penal Code
 27 section 667.5, which involve doing bodily harm to another person, for which the staff member was
 28 convicted within five years prior to employment;

29 d. No person shall be on parole or probation;

30 e. No person shall participate in the criminal activities of a criminal street gang and/or
 31 prison gang; and

32 f. No person shall have prior employment history of improper conduct, including but not
 33 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
 34 inappropriate behavior with staff or Participants at another treatment facility.

35 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR
 36 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and
 37 approved in advance by ADMINISTRATOR.

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

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4 **VII. RESPONSIBILITIES**

5 CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES:

6 A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
7 Policies and Procedures (P&P). CONTRACTOR shall provide signature confirmation of the P&P
8 training for each staff member and placed in their personnel files.

9 B. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training
10 and Annual Compliance Training.

11 C. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
12 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with HCA Standards of Care
13 practices, policies and procedures, documentation standards and any state regulatory requirements.

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

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

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

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

22 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
23 conditions:

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

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

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

32 E. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
33 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only
34 ADMINISTRATOR IRIS reports, if available, and if applicable.

35 F. CONTRACTOR shall obtain an NPI to identify HIPAA standard transactions.

36 G. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
37 ADMINISTRATOR, all NPI as soon as they are available.

1 H. CONTRACTOR shall provide the NPP for the County of Orange at the time of the first service
 2 provided under the Agreement to individuals who are covered by Medi-Cal and have not previously
 3 received services at a County operated clinic. CONTRACTOR shall also provide, upon request, the
 4 NPP for the County of Orange to any individual who received services under the Agreement.

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

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

15 1. Designate the responsible position(s) in your organization for managing the funds allocated
 16 to this program;

17 2. Maximize the use of the allocated funds;

18 3. Ensure timely and accurate reporting of monthly expenditures;

19 4. Maintain appropriate staffing levels;

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

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

22 7. Track and report expenditures electronically;

23 8. Maintain electronic and telephone communication between key staff and the Contract and
 24 Program Administrators; and

25 9. Act quickly to identify and solve problems.

26 K. CONTRACTOR shall establish a Good Neighbor Policy which shall be reviewed and approved
 27 by ADMINISTRATOR. The policy should include, but not be limited to, staff training to respond to
 28 neighborhood complaints, staff contact information to be made available to neighboring residents and
 29 complaint procedures.

30 L. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
 31 ensure compliance with workload standards and productivity.

32 M. ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring compliance
 33 with HCA policies and procedures and Medi-Cal documentation requirements.

34 N. ADMINISTRATOR shall review and approve all admissions, discharges from the program and
 35 extended stays in the program.

36 O. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

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1 P. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR
2 Policies and Procedures.

3 Q. ADMINISTRATOR shall provide a written copy of all assessments completed on clients
4 referred for admission.

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

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