AGREEMENT FOR PROVISION OF
TRANSITIONAL AGE YOUTH CRISIS RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
SOUTH COAST CHILDREN'S SOCIETY, INC.
DBA SOUTH COAST COMMUNITY SERVICES
JULY 1, 2012 THROUGH JUNE 30, 2013

THIS AGREEMENT entered into this 1st day of July 2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and SOUTH COAST CHILDREN'S SOCIETY, INC., DBA SOUTH COAST COMMUNITY SERVICES, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Transitional Age Youth Crisis Residential Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2012 through June 30, 2013

Maximum Obligation: $1,353,350

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Development and Management
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

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

CONTRACTOR's Insurance Coverages:

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

I. ACRONYMS

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

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

AH.	HSC	California Health and Safety Code
AI.	IRIS	Integrated Records Information System
AJ.	KET	Key Events Tracking
AK.	LCSW	Licensed Clinical Social Worker
AL.	LPCC	Licensed Professional Clinical Counselor
AM.	LPT	Licensed Psychiatric Technician
AN.	LVN	Licensed Vocational Nurse
AO.	MFT	Marriage and Family Therapist
AP.	MHP	Mental Health Plan
AQ.	MHSA	Mental Health Services Act
AR.	MIHS	Medical and Institutional Health Services
AS.	MTP	Master Treatment Plan
AT.	NOA-A	Notice of Action
AU.	NP	Nurse Practitioner
AV.	NPI	National Provider Identifier
AW.	NPP	Notice of Privacy Practices
AX.	OCJS	Orange County Jail System
AY.	OCPD	Orange County Probation Department
AZ.	OCR	Office for Civil Rights
BA.	OCSD	Orange County Sheriff's Department
BB.	OIG	Office of Inspector General
BC.	OMB	Office of Management and Budget
BD.	OPM	Federal Office of Personnel Management
BE.	P&P	Policy and Procedure
BF.	PADSS	Payment Application Data Security Standard
BG.	PAF	Partnership Assessment Form
BH.	PBM	Pharmaceutical Benefits Management
BI.	PC	State of California Penal Code
BJ.	PCI DSS	Payment Card Industry Data Security Standard
BK.	PHI	Protected Health Information
BL.	PII	Personally Identifiable Information
BM.	POC	Plan of Care
BN.	PRA	Public Record Act
BO.	PSC	Personal Services Coordinator
BP.	QIC	Quality Improvement Committee
BQ.	RCL	Rate Classification Level
BR.	RN	Registered Nurse

BS.	SAMSHA	Substance Abuse and Mental Health Services Administration
BT.	SED	Severely Emotionally Disturbed
BU.	SMI	Severely Mentally Ill
BV.	SRS	Social Rehabilitation Services
BW.	SSA	Social Services Agency
BX.	SSI	Social Security Income
BY.	TAY	Transitional Age Youth
BZ.	TBS	Therapeutic Behavioral Services
CA.	UMDAP	Universal Method of Determining Ability to Pay
CB.	USC	United States Code
CC.	WIC	State of California Welfare and Institutions Code
CD.	WRAP	Wellness Recovery Action Plan
CE.	XML	Extensible Markup Language

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.

IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

V. CONFIDENTIALITY

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

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

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with 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 a Cost Report to COUNTY no later than sixty (60) 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. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by ADMINISTRATOR, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report submitted by CONTRACTOR 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 individual and consolidated Cost Report shall be the final financial record for subsequent audits, if any.

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

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

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

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

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

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

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

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

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Signed _____

Name _____

Title _____

Date _____"

VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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IX. EQUIPMENT

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

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

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

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

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

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

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

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

X. FACILITIES, PAYMENTS AND SERVICES

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

XIII. LICENSES AND LAWS

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

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

1. WIC, Divisions 5, 6 and 9.
2. HSC, §§1250 et seq.
3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
4. CCR, Title 9, Title 17, and Title 22.
5. CFR, Title 42 and Title 45.
6. USC Title 42.
7. Federal Social Security Act, Title XVIII and Title XIX.
8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
11. 31 USC 7501.70, Federal single Audit Act of 1984.
12. Policies and procedures set forth in MHP Letters.
13. Policies and procedures set forth in DHCS Letters.
14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
15. OMB Circulars A-87, A-89, A-110, A-22.
16. Federal Medicare Cost reimbursement principles and cost reporting standards;
17. Orange County Medi-Cal Mental Health Managed Care Plan.
18. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.

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

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

XIV. LITERATURE AND ADVERTISEMENTS

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

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

XV. MAXIMUM OBLIGATION

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

XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XVII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

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

XVIII. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

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

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XX. RECORDS MANAGEMENT AND MAINTENANCE

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

1. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. HSC §123145.

3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

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

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

XXI. REVENUE

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

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

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

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XXII. SEVERABILITY

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

XXIII. SPECIAL PROVISIONS

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

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

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

3. Supplanting current funding for existing services.

4. Fundraising.

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

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

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

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

9. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

XXIV. STATUS OF CONTRACTOR

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

XXV. TERM

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

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.

D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

SOUTH COAST CHILDREN'S SOCIETY, INC., DBA SOUTH COAST COMMUNITY SERVICES

BY: _____ DATED: 4/10/2012

TITLE: CEO

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: 4/9/12

DEPUTY

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

EXHIBIT A
TO AGREEMENT WITH
SOUTH COAST CHILDREN'S SOCIETY, INC.
DBA SOUTH COAST COMMUNITY SERVICES
JULY 1, 2012 THROUGH JUNE 30, 2013

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Co-Occurring see DD Integrated Treatment Model.

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

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

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

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

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

per week of TBS or those who are expected to receive more than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are delivering these intervention services to ensure they are qualified to deliver these services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BI. Token means the security device which allows an end-user to access the COUNTY's computer based IRIS.

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

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

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

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

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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 is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COST	BUDGET
Indirect Costs	$ 183,294
SUBTOTAL ADMINISTRATIVE COST	$ 183,294
PROGRAM COST	
Salaries	$ 824,435
Benefits	187,957
Services and Supplies	209,558
SUBTOTAL PROGRAM COST	$1,221,950
TOTAL COST	$1,405,244
REVENUE	
Federal Medi-Cal	$ 75,000
EPSDT Medi-Cal Match	67,500
Participant Fees	51,894
MHSA	1,210,850
TOTAL REVENUE	$1,405,244
TOTAL MAXIMUM OBLIGATION	$1,353,350

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

C. The total cost of services provided for in this Agreement are based upon projected revenue generation and shall be reimbursed by Federal Medi-Cal, EPSDT, and COUNTY revenues. CONTRACTOR agrees that if actual Federal Medi-Cal and EPSDT reimbursement, based upon the completed DHCS Cost Report for Fiscal Year 2011-12, is less than the Maximum Obligation of this Agreement, the Maximum Obligation shall be adjusted down by the amount of under generated Federal Medi-Cal and/or EPSDT revenue. CONTRACTOR further agrees that COUNTY revenues shall be used to cover the costs of non-Medi-Cal clients and/or non-Medi-Cal billable services and shall not

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exceed the amounts specified in Subparagraph II.A. of this Exhibit A to the Agreement, unless authorized, in writing, by ADMINISRATOR.

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

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

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

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $112,779 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the

actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A; provided, however, the total of such payments does not exceed COUNTY's Total Maximum Obligation in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

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IV. SERVICES

A. FACILITIES

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

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

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

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

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

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

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

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

a. COUNTY residents.

b. displaying behaviors or a history indicative of SMI as defined by the California WIC 5600.3 (b).

c. between the ages of eighteen (18) through twenty-five (25) and their families.

d. at risk of hospitalization and/or out-of-home placement.

e. experiencing significant familial conflict.

f. unserved or underserved because of linguistic or cultural isolation.

g. those TAY who, with intensive-short-term support, could be returned to their families or independent living situation from inpatient or out-of-home care.

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

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

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

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

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

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

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

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

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

a. COUNTY residents.

b. displaying behaviors or a history indicative of SMI as defined by the WIC 5600.3(b).

c. males or females between the ages of eighteen (18) through twenty-five (25) and their families.

d. experiencing significant familial conflict.

e. at risk of hospitalization and/or out-of-home placement or homelessness.

f. unserved or underserved because of linguistic or cultural isolation.

g. those TAY who, with intensive short-time support, could be returned to their families or independent living situation from inpatient or out-of-home care.

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

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

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

6. CONTRACTOR's program has a six (6) bed capacity and a targeted length of stay of three sixty (60) to one hundred twenty (120) days for each Client. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for Clients who are deemed necessary to stay in the program longer than one hundred twenty (120) days.

7. CONTRACTOR shall operate the program in such a manner that meets or exceeds the requirements of Community Care Licensing Division of the California Department of Social Services and DHCS for Social Rehabilitation Facilities.

9. CONTRACTOR shall be responsible for a Client's tuberculosis testing if Client has not completed the test upon admission to the program.

D. CONTRACTOR shall offer a sufficient amount of treatment services during evening hours in order to accommodate Clients and their parents not able to participate during regular day-time hours. Treatment services shall include, but may not be limited to:

1. Performing clinical and psycho-diagnostic assessment using DSM-IV Five Axis diagnosis, to include clinical consideration of each fundamental need: physical, psychological, maturational, developmental, familial, educational, social, environmental and recreational. Additional examinations, tests and evaluations may be conducted as clinically indicated. Findings of the examinations and evaluations shall be documented in the Client record and signed by CONTRACTOR's appropriate and responsible staff.

2. Obtaining valid consents for treatment.

3. Developing a written treatment plan for each Client, in conjunction with the Client, that shall be based on the assessment and diagnosis of that Client. The treatment plan shall delineate and justify all specific treatment modes and therapeutic modalities to be used, and shall be developed in accordance with ADMINISTRATOR's standards, and utilize a full range of appropriate psychiatric and psychological treatment modes and modalities. All treatment/service plans, coordination plans, and assessment documents shall be developed within two (2) calendar days from the first planned face-to-face contact with an individual Client and/or significant support person(s). Such plans shall identify specific treatment modes, milestones for the individual Client, obstacles/symptoms, and efforts of

significant support person(s) and program staff on behalf of the client. All treatment/service plans shall include observable and measurable Client milestones.

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

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

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

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

a. Established plan for maximizing use of physician time.

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

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

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

e. CONTRACTOR shall in coordination and integration with COUNTY's ADAS, providing or causing to be provided, all necessary substance abuse treatment services for Clients who are dually diagnosed with a concurrent substance abuse problem in addition to their mental illness, when appropriate.

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

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

V. STAFFING

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

PROGRAM	FTEs
Program Director	1.00
Direct Care Lead	1.00
Nurse	0.20
Service Coordinators	2.00
Direct Care – Day Shift	5.50
Direct Care –Nocturnal Shift	4.50
Direct Care –Night Shift	4.50
On-Call Staff	1.50
Quality Assurance Manager	1.00
TOTAL FTEs	21.20

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

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

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

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

b. A student intern is a person enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational

requirements in becoming a Licensed MFT, a Licensed CSW, or a Licensed Clinical Psychologist. Persons with graduate degrees and who have two (2) years full-time experience in a mental health setting, either post-degree or as part of the program leading to the graduate degree, shall not be considered as students.

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

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

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

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

7. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seen (7) business days, in advance, of any proposed staffing changes, including promotions, temporary FTE changes, or temporary staffing assignments that occur during the term of the Agreement.

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

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

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

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

4. CONTRACTOR shall provide SRS to eighteen (18) Clients. The program has the capacity of six (6) beds and targeted length of stay for a Client will be sixty (60) to one hundred and twenty (120) days with an occupancy rate seventy five percent (75%). CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for Clients who are deemed necessary to stay in the program longer

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than ninety (90) days. The ADMINISTRATOR and CONTRACTOR may agree to adjust the target number based on the needs of Clients and a commitment to quality services.

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

C. 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 be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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

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

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

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

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

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

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VI. REPORTS

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

B. FISCAL

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

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

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

D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases, number of Client's admitted/discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state

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whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

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

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

G. 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 ADMINISTRATOR'S P&Ps.

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

VII. RESPONSIBILITIES

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

B. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the COUNTY's New Provider Training.

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

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

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

F. CONTRACTOR shall agree to adopt and comply with the documentation standards as per the current COUNTY's Annual Provider Training, DHCS Contract, Title IX, the State EPSDT Documentation Manual, the State EPSDT TBS Documentation Manual, and the EPSDT TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR which describe, but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards.

G. CONTRACTOR shall regularly review their charting, IRIS data input, and billing systems to ensure compliance with COUNTY and state policies and procedures and establish mechanisms to prevent inaccurate claim submissions.

H. CONTRACTOR shall maintain on file at the facility minutes and records of all quality improvement meetings and processes. Such records and minutes shall also be subject to regular review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ADMINISTRATOR policies and procedures.

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

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

K. PERFORMANCE OUTCOMES

1. COUNTY shall develop and provide CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well-being of COUNTY residents being served under the terms of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. CONTRACTOR shall attend:

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

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

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

4. Quarterly QIC meetings.

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

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

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

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

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

U. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be

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used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

V. 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.

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

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

X. ADMINISTRATOR shall:

1. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, policies and procedures, DHCS Contract, documentation standards as per the current ADMINISTRATOR Annual Provider Training, Title IX, the State EPSDT Documentation Manual, the State TBS Documentation Manual, and the EPSDT TBS Coordination of Care Best Practices Manual.
2. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards, productivity and Medi-Cal documentation.
3. Review Client charts to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR P&Ps and Medi-Cal requirements.
4. Reviews and approves all referrals of potential clients to alternate services.
5. Reviews and approves all admissions, discharges from the program and extended stays in the program.
6. Conduct periodic reviews of Client charts to monitor CONTRACTOR's compliance with ADMINISTRATOR's P&Ps and Medi-Cal requirements.

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

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

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

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