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REFERENCED CONTRACT PROVISIONS

Term: ~~September~~ July 1, ~~2012~~ 2010 through June 30, ~~2013~~ 2012

~~"Period One" means the period from September 1, 2010 through June 30, 2011~~

~~"Period Two" means the period from July 1, 2011 through June 30, 2012~~

Maximum Obligation:

Period One Maximum Obligation	\$ 981,039
Period Two Maximum Obligation	\$1,124,888
TOTAL CONTRACT MAXIMUM	\$2,105,927

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: Saint Anselm's Cross-Cultural Community Center
11277 Garden Grove Blvd.
Garden Grove, CA 92843

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive Commercial General Liability with	\$1,000,000 combined single limit
—broad form Property damage and	per occurrence
—contractual liability	\$2,000,000 aggregate
Automobile Liability, including coverage	\$1,000,000 combined — single — limit <u>per</u>
<u>occurrence</u>	
for owned, non-owned and hired vehicles	per occurrence

1	Workers' Compensation	Statutory
2		
3	Employer's Liability Insurance	\$1,000,000 per occurrence
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5	Professional Liability Insurance	\$1,000,000 per claims made or
6		<u>per occurrence</u>
7	Sexual Misconduct	\$1,000,000 per occurrence
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I. ACRONYMS

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

A.	ADL	Activities of Daily Living
B.	AA	Alcoholics Anonymous
C.	ARRA	American Recovery and Reinvestment Act
D.	ASRS	Alcohol and Drug Programs Reporting System
E.	BBS	Board of Behavioral Sciences
F.	BHS	Behavioral Health Services
G.	CAT	Centralized Assessment Team
H.	CCC	California Civil Code
I.	CCR	California Code of Regulations
J.	CFR	Code of Federal Regulations
K.	CHPP	COUNTY HIPAA Policies and Procedures
L.	CHS	Correctional Health Services
M.	CSW	Clinical Social Worker
N.	DCR	Data Collection and Reporting
O.	DD	Dual Disorders
P.	D/MC	Drug/Medi-Cal
Q.	DHCS	Department of Health Care Services
R.	DPFS	Drug Program Fiscal Systems
S.	DRS	Designated Record Set
T.	DSH	Direct Service Hours
U.	DSM	Diagnostic and Statistical Manual of Mental Disorders
V.	EBP	Evidence-Based Practice
W.	EHR	Electronic Health Record
X.	FSP	Full Service Partnership
Y.	FTE	Full Time Equivalent
Z.	HCA	Health Care Agency
AA.	HHS	Health and Human Services
AB.	HIPAA	Health Insurance Portability and Accountability Act
AC.	HSC	California Health and Safety Code
AD.	IRIS	Integrated Records Information System
AE.	KET	Key Events Tracking
AF.	LCSW	Licensed Clinical Social Worker
AG.	LPT	Licensed Psychiatric Technician
AH.	MFT	Marriage and Family Therapist

1	AI.	MHP	<u>Mental Health Plan</u>
2	AJ.	MHS	<u>Mental Health Specialist</u>
3	AK.	MHSA	<u>Mental Health Services Act</u>
4	AL.	MIHS	<u>Medical and Institutional Health Services</u>
5	AM.	MORS	<u>Milestones of Recovery Scale</u>
6	AN.	MTP	<u>Master Treatment Plan</u>
7	AO.	NA	<u>Narcotics Anonymous</u>
8	AP.	NOA-A	<u>Notice of Action</u>
9	AQ.	NP	<u>Nurse Practitioner</u>
10	AR.	NPI	<u>National Provider Identifier</u>
11	AS.	NPP	<u>Notice of Privacy Practices</u>
12	AT.	OCJS	<u>Orange County Jail System</u>
13	AU.	OCPD	<u>Orange County Probation Department</u>
14	AV.	OCR	<u>Office for Civil Rights</u>
15	AW.	OCSD	<u>Orange County Sheriff's Department</u>
16	AX.	OIG	<u>Office of Inspector General</u>
17	AY.	OMB	<u>Office of Management and Budget</u>
18	AZ.	OPM	<u>Federal Office of Personnel Management</u>
19	BA.	P&P	<u>Policies and Procedures</u>
20	BB.	PADSS	<u>Payment Application Data Security Standard</u>
21	BC.	PAF	<u>Partnership Assessment Form</u>
22	BD.	PBM	<u>Pharmaceutical Benefits Management</u>
23	BE.	PC	<u>State of California Penal Code</u>
24	BF.	PCI DSS	<u>Payment Card Industry Data Security Standard</u>
25	BG.	PHI	<u>Protected Health Information</u>
26	BH.	PII	<u>Personally Identifiable Information</u>
27	BI.	PRA	<u>Public Record Act</u>
28	BJ.	PSC	<u>Personal Services Coordinator</u>
29	BK.	QIC	<u>Quality Improvement Committee</u>
30	BL.	RN	<u>Registered Nurse</u>
31	BM.	SSI	<u>Social Security Income</u>
32	BN.	UMDAP	<u>Universal Method of Determining Ability to Pay</u>
33	BO.	USC	<u>United States Code</u>
34	BP.	WIC	<u>State of California Welfare and Institutions Code</u>
35	BQ.	WRAP	<u>Wellness Recovery Action Plan</u>
36	BR.	XML	<u>Extensible Markup Language</u>
37	<u>//</u>		

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.

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~

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 HCA. 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.

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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 ~~is accepted.~~ 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 CONTRACTOR's Compliance Program does not contain all required elements.

6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("all~~ 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 ~~B. CODE OF CONDUCT~~ ~~ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

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

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

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own.~~

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

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

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

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~~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.~~

~~C. COVERED INDIVIDUALS~~ 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 ~~and~~ the Health and Human Services/~~Office of Inspector General~~ 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

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.~~Agreement. ADMINISTRATOR will determine ~~if any~~appropriate repayment ~~is necessary from~~or sanction CONTRACTOR for services provided by ineligible person or individual.

~~D. REIMBURSEMENT STANDARDS~~

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

~~2. CONTRACTOR shall submit no false, fraudulent, inaccurate 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 to accurately describe the services provided and to 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.~~

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

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

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

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

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

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

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

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

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

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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.

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.

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VI. COST REPORT

A. CONTRACTOR shall submit ~~separate a Cost Reports Report~~ to COUNTY ~~for Period One and Period Two, or for a portion thereof,~~ no later than sixty (60) calendar days following ~~the period for which they are prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the Cost ~~Reports Report~~ in accordance with all applicable federal, state and county requirements ~~and~~, 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

VI. COST REPORT

A. CONTRACTOR shall submit ~~separate a Cost Reports Report~~ to COUNTY ~~for Period One and Period Two, or for a portion thereof,~~ no later than sixty (60) calendar days following ~~the period for which they are prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the Cost ~~Reports Report~~ in accordance with all applicable federal, state and county requirements ~~and~~, 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 HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

12 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
 13 individual and/or consolidated Cost Report setting forth good cause for justification of the request.
 14 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
 15 unreasonably denied. ~~In no case shall extensions be granted for more than seven (7) calendar days.~~

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

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

27 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 28 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
 29 ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
 30 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and county
 31 laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
 32 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
 33 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
 34 days of submission of the individual Cost ~~Reports~~ Report or COUNTY may elect to reduce any amount
 35 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

~~E.~~ ~~D. If the Cost Report for the period~~ 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 Reports~~ Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

~~F.~~ ~~E.~~ If the individual Cost Report ~~for the period~~ 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.

~~F.~~ ~~The~~ G. All Cost ~~Report for each period~~ Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

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

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DELEGATION, ASSIGNMENT, AND ~~SUBCONTRACTORS~~ 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

1 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
 2 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
 3 ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written~~
 4 ~~consent of COUNTY~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
 5 amounts claimed for subcontracts not approved in accordance with this paragraph.

6 ~~—B.—~~ B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
 7 the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any
 8 change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a
 9 change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2)
 10 month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted
 11 assignment or delegation in derogation of this paragraph shall be void. ~~—ADMINISTRATOR may~~
 12 ~~disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not~~
 13 ~~approved in accordance with this paragraph.~~

14 ~~—C.—~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
 15 the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any
 16 change in the business structure, including but not limited to, the sale or transfer of more than ten
 17 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
 18 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
 19 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
 20 attempted assignment or delegation in derogation of this paragraph shall be void.

21 22 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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37 **IX. EQUIPMENT**

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

B. CONTRACTOR shall obtain ~~Administrator's~~ 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, ~~etc.~~ CONTRACTOR shall request an applicable asset tag (Fixed or Controlled) for said Equipment and shall include each purchased asset in an Equipment inventory.

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

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

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

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

G. Unless this Agreement is followed without interruption by another agreement between the

parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all ~~Loaned~~ Equipment purchased with funds paid through this Agreement.

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

~~X. FACILITIES, PAYMENTS AND SERVICES~~

. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, facilities, ~~any equipment~~ and supplies, ~~and reports~~ 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 ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement.

C. All insurance policies except Workers' Compensation ~~and~~, 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."

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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 ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement.

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

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

C. AUDIT RESPONSE

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

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

provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

XIII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, 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~~ HHS. These laws, regulations, and requirements shall include, but not be limited to:

1. ~~State of California Welfare and Institutions Code (WIC)~~, Divisions 5, 6 ~~&~~ and 9;
2. State of ~~California Health and Safety Code, Sections~~ HSC, §§1250 et seq.;
3. ~~State of California Penal Code (PC)~~, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;
4. ~~California Code of Regulations (CCR)~~, Title 9, Title 17, and Title 22;
5. ~~Code of Federal Regulations (CFR)~~, Title 42 and Title 45;
6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
7. Federal Social Security Act, Title XVIII and Title XIX;
8. ~~The~~ 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42 U.S.C.A., Chapter 126, 12101, et seq.)~~;
9. ~~The Clean Air Act (42 U.S.C.A. Section~~ USC, §114 and ~~Section~~ §§1857, et seq.); ~~the Clean Air Act.~~
10. ~~The~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act ~~(33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.)~~;
11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70)~~;

12. Policies and procedures set forth in ~~Mental Health Plan (MHP)~~ Letters;
 13. Policies and procedures set forth in ~~Department of Mental Health (DMH)~~ DHCS Letters;
 14. ~~Health Insurance Portability and Accountability Act (HIPAA)~~, privacy rule, as it may exist now, or be hereafter amended, and if applicable.

15. ~~Office of Management and Budget (OMB)~~ Circulars A-87, A-89, A-110, ~~A122, and A-133~~ 122.

~~C.~~ 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.

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~~ 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.

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 ~~Obligations~~Obligation of COUNTY for services provided in accordance with this Agreement ~~during Period One and Period Two are as specified on Page 3~~is 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~~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 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this ~~subparagraph~~ Subparagraph B., ~~"discrimination"~~ 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~~ Patients' 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.

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C. PERSONS WITH DISABILITIES ~~—~~ CONTRACTOR agrees to comply with the provisions of

~~Section~~ §504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~USC 12101, et seq.), 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.

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 ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
2. When faxed, transmission confirmed;
3. When sent by ~~electronic mail~~ 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 ~~on Page 3~~ 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~~ Paragraph of this Agreement.

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XVIII. NOTIFICATION OF DEATH 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~~ Subparagraph A. above.

XIX. ~~NOTIFICATION~~ 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. ~~California Code of Regulation~~ CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),

75055(a), 75343(a), and 77143(a).

2. State of California, ~~Department of Alcohol and Drug Programs Reporting System (ASRS) manual.~~

~~3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS) manual.~~

~~4. State of California, Health and Safety Code~~ HSC §123145.

~~5.~~ 3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

F. CONTRACTOR shall ~~be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS).~~ ~~CONTRACTOR shall~~ ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

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

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

1 site visit.

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

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

6 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
7 security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~
8 ~~(hereinafter "PHI").~~ CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
9 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
10 and email or facsimile.

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

14 ~~— I. — CONTRACTOR shall retain all financial records for a minimum of five (5) years from the~~
15 ~~commencement of the contract, unless a longer period is required due to legal proceedings such as~~
16 ~~litigations and/or settlement of claims.~~

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

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

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

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

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

31 NO. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~
32 requests related to, or arising out of this Agreement within ~~twenty-four (24)~~ forty-eight (48) hours.
33 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

34 ~~XX. REVENUE~~

35 ~~— A. FEES — CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to~~
36 ~~this Agreement, their estates and responsible relatives, in accordance with the fee system designated by~~
37 ~~ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not~~

1 ~~exceed the actual cost of services provided. No person shall be denied services because of an inability to~~
2 ~~pay.~~

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

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

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

14 **XXI. SEVERABILITY**

15
16 | If a court of competent jurisdiction declares any provision of this Agreement or application thereof
17 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
18 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
19 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
20 in full force and effect, and to that extent the provisions of this Agreement are severable.

21 **XXII. SPECIAL PROVISIONS**

22
23 | A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
24 purposes:

- 25 1. Making cash payments to intended recipients of services through this Agreement.
- 26 2. Lobbying any governmental agency or official or making political contributions.
- 27 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
- 28 Title 31, ~~U.S.C.A., Section~~ USC, §1352 (e.g., limitation on use of appropriated funds to influence certain
- 29 federal contracting and financial transactions).
- 30 3. Supplanting current funding for existing services.
- 31 4. Fundraising.
- 32 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 33 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 34 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
- 35 services.
- 36 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 37 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 ~~salary schedule specified by the U.S. Office of Personnel Management, or specified by ADMINISTRATOR per the Agreement's funding source.~~ 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. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.~~

~~5~~ 4. Funding travel or training (excluding mileage or parking).

~~6~~ 5. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

~~7~~ 6. Payment for grant writing, consultants, certified public accounting, or legal services.

~~8~~ 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.

XXIII. 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.

XXIV. TERM

The term of this Agreement shall ~~begin September 1, 2010~~ commence and ~~continue until~~ terminate as specified in the ~~services required by~~ Referenced Contract Provisions of this Agreement ~~are satisfactorily completed, or until~~, unless otherwise sooner terminated by COUNTY, as provided in this Agreement; provided, however, CONTRACTOR ~~agrees that time is of the essence, and that it shall diligently and competently begin providing the services hereunder immediately upon execution of this Agreement by both parties. CONTRACTOR agrees to provide said services within the time limits hereinafter specified~~ 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.

XXV. 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~~ Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.

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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.

1 D. CONTINGENT FUNDING

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

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

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

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

10 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
11 specified ~~on Page 3~~ in the Referenced Contract Provisions of ~~the~~ this Agreement, ADMINISTRATOR
12 may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent
13 with the reduced term of the Agreement.

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

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

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

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

22 ~~4~~ 3. If clients are to be transferred to another facility for services, furnish
23 ADMINISTRATOR, upon request, all client information and records deemed necessary by
24 ADMINISTRATOR to effect an orderly transfer.

25 ~~5~~ 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
26 ~~their~~ client's best interests.

27 ~~6~~ 5. If records are to be transferred to COUNTY, pack and label such records in accordance with
28 directions provided by ADMINISTRATOR.

29 ~~7~~ 6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
30 supplies purchased with funds provided by COUNTY.

31 ~~8~~ 7. To the extent services are terminated, cancel outstanding commitments covering the
32 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
33 commitments which relate to personal services. With respect to these canceled commitments,
34 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
35 arising out of such cancellation of commitment which shall be subject to written approval of
36 ADMINISTRATOR.

37 G. The rights and remedies of COUNTY provided in this Termination ~~paragraph~~ Paragraph shall

1 not be exclusive, and are in addition to any other rights and remedies provided by law or under this
2 Agreement.

4 **XXVI. THIRD PARTY BENEFICIARY**

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

8 **XXVII. WAIVER OF DEFAULT OR BREACH**

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

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

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4
5 SAINT ANSELM'S CROSS-CULTURAL COMMUNITY CENTER
6

7
8 BY: _____ DATED: _____
9

10
11 TITLE: _____
12
13
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16

17
18 COUNTY OF ORANGE
19

20
21 BY: _____ DATED: _____
22

~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

28
29 _____ DATED: _____
30

~~DARLENE J. BLOOM~~
~~Clerk of the Board of Supervisors~~
~~Orange County, California~~

31
32
33 HEALTH CARE AGENCY
34
35

36 APPROVED AS TO FORM
37 OFFICE OF THE COUNTY COUNSEL

1 ORANGE COUNTY, CALIFORNIA

2
3
4 BY: _____ DATED: _____
5 DEPUTY

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8
9 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
10 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
11 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
12 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by HCA.

EXHIBIT A
TO AGREEMENT WITH
SAINT ANSELM'S CROSS-CULTURAL COMMUNITY CENTER
~~SEPTEMBER~~JULY 1, ~~2012~~2010 THROUGH JUNE 30, ~~2013~~2012

I. DEFINITIONS

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

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into ~~the COUNTY's Integrated Records Information System (IRIS)~~IRIS and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

B. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

~~C. AMHS Clinic means an Adult Outpatient Mental Health Clinic, and refers to the various regional county operated clinics which provide services to chronically mentally ill consumers.~~

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

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

~~E. Bridging F. means services that are provided for the purpose of linking individuals to community resources and closing the gap between inpatient and outpatient services.~~

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

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

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

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

G. Data Collection System ~~F. CAMINAR~~ means software designed for collection, tracking and reporting outcomes ~~date~~ data for clients enrolled in the ~~Full-Service Partnerships~~ FSP Programs.

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

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

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

4. ~~Key Events Tracking (KET)~~ means the tracking of a client's movement or changes in the ~~CAMINAR~~ approved data collection system. A KET must be completed and entered accurately each time the ~~Agency~~ CONTRACTOR is reporting a change from previous client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

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

~~GH.~~ Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and case management services to those clients who seek services in the ~~County~~ COUNTY operated outpatient programs.

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H. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

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

~~KL. Client or Consumer~~ means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under ~~this~~ the Agreement, who ~~is suffering from a~~ experiences chronic mental illness.

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

~~M. Clinical Social Worker~~ N. CSW means an individual who meets the minimum professional and licensure requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

~~N. Contact Sheet means the agreed upon standardized form which will be completed by the peer mentors following every consumer contact~~

O. Diagnosis means the definition of the nature of the 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 Statistical Manual of Mental Disorders (DSM)~~ DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

P. Direct Service Hours (DSH) means a measure in minutes that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any client open in the IRIS which includes both billable and non-billable services.

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

1 R. ~~Face-to-Face~~ means an encounter between client and provider where they are both physically
2 present.

3 S. ~~Field Based Services means any consumer contact that takes place in the consumers' natural~~
4 ~~environment, home, community facility, or hospital.~~ FSP

5 ~~T. Full Service Partnership (FSP)~~

6 1. ~~A Full Service Partnership~~ FSP means a type of program described by the State in the
7 requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full
8 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and
9 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams
10 will be established including the client, psychiatrist, and ~~Personal Services Coordinator (PSC).~~ PSC.
11 Whenever possible, these multidisciplinary teams will include a mental health nurse, marriage and
12 family therapist, clinical social worker, peer specialist, and family members. The ideal client to staff
13 ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and
14 intense service delivery. Services will include, but not be limited to, the following:

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

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

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

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

~~V.~~ Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the ~~County of Orange~~ COUNTY for their program. This individual is also responsible for assisting consumers with applications to low income housing, housing subsidies, senior housing, etc.

~~W.~~ Individual Services and Support Funds (- Flexible Funds) means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and 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 client’s mental health treatment activities.

~~X.~~ Intake means the initial meeting between a client and CONTRACTOR’s staff and includes an evaluation to determine if the client meets program criteria and is willing to seek services.

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

~~X.~~ ~~Y. Integrated Records Information System (IRIS)~~ means a collection of applications and databases that serve the needs of programs within the ~~County of Orange Health Care Agency~~ COUNTY and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

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

~~AA. Marriage and Family Therapist~~ Z. MFT means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, ~~California Code of Regulations~~, Section 625.

~~AA. AB. Matching means the process in which consumers are assigned to the peer mentors.~~

~~AC. Medical Necessity~~ means the requirements as defined in the ~~Orange County Mental Health Plan (ADMINISTRATOR MHP)~~ Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

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

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

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

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

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

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

5. DD Integrated Treatment Model means that the program uses a stage-wise treatment model that 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 to recover fully, a consumer with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

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

67. Rehabilitation Service means an activity which includes assistance in 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.

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

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

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

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

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

~~AG. AH. Milestones of Recovery Scale" (MORS) is a scale used to identify clients' milestones or level of recovery. The MORS provides a system to identify the most appropriate level of care within the adult mental health system.~~

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

~~AJ. Notice of Action (AH. NOA-A)~~ means a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The ~~County of Orange~~ COUNTY has expanded the requirement for an NOA-A to all individuals requesting an

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assessment for services and found not to meet the medical necessity criteria for specialty mental health services.

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

~~AJ. AL. Older Adult Services means the various programs which create Orange County's older adult continuum of care.~~

~~AM. Outreach~~ means the outreach to potential clients to link them to appropriate mental health services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own client referral sources for the programs they offer.

~~AN. PACT means Program for Assertive Community Treatment, and refers to the various Adult, Older Adult and Transitional Age Youth teams which are intensive field-based services for consumers who have not benefitted from traditional clinic-based interventions.~~

~~AK. AO. Peer Mentor means an individual hired by the Contractor who has reached a high level of recovery and has personal experience as well as work experience or training, in peer mentoring activities such as linkage, bridging, and support.~~

~~AP. Peer Recovery Specialist/Counselor~~ means an individual who has been through the same or similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this function by the program. A peer recovery specialist practice is informed by his/her own experience.

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

~~AR. AM. PBM means the company that manages the medication benefits that are given to BHS & MIHS clients that qualify for medication benefits.~~

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

1 ~~AS~~AO. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
 2 Work or Marriage and Family Therapy and is registered with the ~~Board of Behavioral Sciences (BBS)~~ as
 3 an Associate ~~Clinical Social Worker~~ CSW or MFT Intern acquiring hours for licensing. An individual's
 4 registration is subject to regulations adopted by the BBS.

5 ~~—AT~~

6 AP. Program Director means an individual who has complete responsibility for the day to day
 7 function of the program. The Program Director is the highest level of decision making at a local,
 8 program level.

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

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

17 ~~AV. Protected Health Information (PHI)~~AS. PHI means individually identifiable health
 18 information usually transmitted by electronic media, maintained in any medium as defined in the
 19 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
 20 created or received by a covered entity and relates to the past, present, or future physical or mental health
 21 or condition of an individual, provision of health care to an individual, or the past, present, or future
 22 payment for health care provided to an individual.

23 ~~AW~~AT. Psychiatrist means an individual who meets the minimum professional and licensure
 24 requirements set forth in CCR, Title 9, ~~California Code of Regulations~~, Section 623.

25 ~~AX~~AU. Psychologist means an individual who meets the minimum professional and licensure
 26 requirements set forth in CCR, Title 9, ~~California Code of Regulations~~, Section 624.

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

32 ~~AZ. Recovery is "a deeply personal, unique process of changing one's attitudes, values, feelings,~~
 33 ~~goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with~~
 34 ~~limitations caused by the illness. Recovery involves the development of new meaning and purpose in~~
 35 ~~one's life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is~~
 36 ~~a personal and unique process, everyone with a psychiatric illness develops his or her own definition of~~
 37 ~~recovery. However, certain concepts or factors are common to recovery." (William Anthony,~~

1993). AW. Recovery is “a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential,” and identifies four major dimensions to support recovery in life:

~~BA~~ “1. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

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

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

4. Community: Relationships and social networks that provide support, friendship, love, and hope.”

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

AY. Supportive Housing PSC ~~BB. Pharmacy Benefits Manager means the Pharmaceutical Benefits Management (PBM) Company that manages the medication benefits that are given to Behavioral Health Services (BHS) and Medical & Institutional Health Services (MIHS) clients that qualify for medication benefits.~~

~~BC. Supportive Housing Personal Services Coordinator (PSC)~~ means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and client-centered approach.

~~BD~~AZ. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ~~County~~COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum ~~Adult Mental Health Services (AMHS)~~ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

~~BE~~BA. Token means the security device which allows an individual user to access the ~~Health Care Agency (HCA)~~ADMINISTRATOR’s computer based ~~Integrated Records Information System (IRIS).~~

BB. UMDAP is the method used for determining the annual client liability for mental health services received from COUNTY mental health systems and is set by the State of California.

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~~BC. Treatment Team means a group of individuals working collaboratively to plan and provide services to consumers enrolled in the program. The team includes but is not limited to the consumer, peer mentor, family member, care coordinator, Psychiatrist, Nurse, Service Chief, Clinical Director, lead peer mentor.~~

~~BG. UMDAP means Universal Method of Determining Ability to Pay (set by the State of California).~~

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

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

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II. BUDGET

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

	<u>Period One</u>	
ADMINISTRATIVE COST		
Salaries	\$ 60,750 81,657	\$ 72,900
Benefits	20,995 26,130	25,194
Services and Supplies	21,625 19,020	25,950
SUBTOTAL ADMINISTRATIVE COST	\$103,370	\$ 124,044
	<u>126,807</u>	
PROGRAM COST		
Salaries	\$474,453	\$ 569,344
	<u>579,077</u>	
Benefits	163,971 199,550	196,765
Services and Supplies	195,613	234,735
	<u>219,454</u>	
SUBTOTAL PROGRAM COST	\$834,037	\$1,000,844
	<u>998,081</u>	
START-UP COST	\$43,632	
TOTAL GROSS COST	\$981,039	\$1,124,888
REVENUE		
Mental Health Services Act <u>MHSA</u>	\$981,039	<u>\$1,124,888</u>
TOTAL REVENUE	\$981,039	\$1,124,888
TOTAL MAXIMUM OBLIGATION	\$981,039	\$1,124,888

B. BUDGET/STAFFING MODIFICATIONS – ~~During each Period,~~ CONTRACTOR may request to shift funds ~~between programs, or~~ between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its 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 annual 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.

C. CONTRACTOR and ADMINISRATOR 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 ~~\$98,104 per month for Period One, and \$93,741 per month for Period Two.~~ All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report ~~paragraph~~ Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments ~~does~~do not exceed ~~COUNTY's Total~~the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and, provided further, CONTRACTOR's costs are reimbursable pursuant to ~~County~~COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental ~~billings~~invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly ~~billing~~invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports ~~paragraph~~ 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~~Subparagraphs A.2. and A.3., below.

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

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

C. All ~~billings~~ 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, canceled checks, receipts, receiving records, and 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 ~~this~~ the Agreement, except as may otherwise be provided under ~~this~~ the Agreement, or specifically agreed upon in a subsequent Agreement.

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

IV. SERVICES

A. FACILITY ~~—~~ CONTRACTOR shall maintain one (1) facility for the provision of services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

11277 Garden Grove Blvd.

Garden Grove, CA 92843

1. The facility shall include space to support the services identified within ~~this~~ the Agreement.
2. The facility shall ~~be~~ maintain regularly scheduled service hours and remain open until at least 5:00 p.m.; ~~throughout the year;~~ provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and weekend hours in order to meet member needs. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

B. ~~PERSONS~~ INDIVIDUALS TO BE SERVED – The target groups for the Adult and Older Adult Peer Mentoring consist of those adults residing in ~~Orange County~~ COUNTY, eighteen to fifty-nine (18 to 59) years of age, and sixty (60) years and above, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder, and who are currently hospitalized or have a recent psychiatric hospitalization. Older Adults who have multiple Emergency Room visits are also eligible for this program. It is anticipated that the Peer Mentoring program ~~could serve up to~~ will serve a minimum of five hundred (500) consumers and with a goal to serve six hundred sixty (660) consumers on an

annual basis. All referrals to this program will be made through ~~Orange County's Adult Outpatient programs.~~ the ADMINISTRATOR. The gatekeeper to this program will be ~~Orange County Adult Mental Health Services~~ the ADMINISTRATOR.

C. SERVICES TO BE PROVIDED ~~PERIOD ONE AND PERIOD TWO~~

1. CONTRACTOR shall provide a Peer Mentoring program that is culturally and linguistically appropriate while focusing on development of life management skills, independent living skills, relationship building skills, successful re-integration into the community, and facilitate linkages to community resources.

2. The Peer Mentoring program shall reflect the principles of the Recovery model, fostering consumer empowerment, hope, and an expectation of recovery from mental illness. The ultimate goal is to reduce hospitalization and successfully link to an appropriate level of care within the mental health system. Interventions shall focus on increasing self-reliance by building a healthy network of support, which may involve the members family, friends, and significant others.

3. The philosophy of the Peer Mentoring program shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of ~~Orange County's~~ COUNTY's ethnically and culturally diverse populations. Cultural competence shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the members that are to be served. This inclusion of ~~Orange County's~~ COUNTY's multiple cultures will assist in maximizing access to services. ~~The Orange County Health Care Agency~~ The ADMINISTRATOR may provide training for all staff on cultural and linguistic issues.

4. The Peer Mentoring program shall have a Program Manager who shall seek input from consumers, mentors and service providers for ongoing program development. The Program Manager shall directly supervise the Lead Peer Mentors and be responsible for ensuring services are in collaboration with the consumer's primary treatment provider. ~~Within forty five (45) days of the commencement of this Agreement, CONTRACTOR shall:~~

- ~~a. Recruit and begin hiring peer mentors;~~
- ~~b. Establish job descriptions for the Peer Mentors and Lead Peer Mentors;~~
- ~~c. Develop a consumer satisfaction survey to be used to achieve performance outcomes;~~
- ~~d. Develop equipment/resource utilization policies;~~
- ~~e. Develop a written protocol for individuals terminating from the program and/or transitioning to other resources. Include protocol for quarterly follow up for up to six months.~~

5. CONTRACTOR shall develop training curriculum and procedures for new mentors. The curriculum shall include ongoing plans for supervision and support for peer mentors.

6. CONTRACTOR shall provide short-term, field based services which last up to an average of sixty (60) days following admission to the program. It is expected that the majority of the interventions will take place in the beginning stages, immediately following the admission process. It is

1 expected that services will gradually taper down, as the consumers become more actively involved in
2 their own recovery process.

3 7. CONTRACTOR shall provide mentoring services which include but are not limited to the
4 following three major components as identified below:

5 a. Education/Advocacy: The mentor program shall provide individual and/or group
6 education regarding coping strategies, resources, wellness strategies, and self-advocacy. Mentors shall
7 model advocacy skills through family interactions, team meetings and treatment appointments with a
8 goal of enhancing individual's motivation and ability to participate in their own treatment.

9 b. Direct Service Supports: The ~~Mentoring~~ mentoring program shall include field-based
10 direct service supports to address individual consumer issues which lead to re-hospitalization, isolation,
11 and lack of connection to the community. Individual supportive peer counseling shall be offered to
12 promote consumer participation in aftercare, increase motivation, and successfully re-integrate into the
13 community. Mentors will provide bridging services such as making initial follow up medical or
14 psychiatry appointments, arranging transportation, accompanying individuals to appointments, and
15 developing emergency support plans.

16 c. Resource Assistance: Mentors shall assist with meeting essential basic needs which
17 support independent daily living skills. ~~Program~~ CONTRACTOR shall utilize a needs assessment tool
18 and provide a variety of resources for a limited duration, including but not limited to; basic household
19 items, food vouchers, clothing vouchers, and transportation. In addition, linkage to long term
20 community resources such as food banks, and discounted bus passes will be provided to promote
21 independence.

22 8. CONTRACTOR shall possess the ability to provide or arrange for transportation of
23 consumers to planned activities including but not limited to: physical health care, mental health
24 provider, or health care benefits. Consumers shall be encouraged to utilize public transportation or their
25 own means of transportation whenever possible.

26 ~~9. CONTRACTOR shall attend:~~

27 ~~a. Meetings requested by County staff to address any aspect of Peer Mentoring services.~~

28 ~~b. Monthly COUNTY staff meetings with AMHS Program staff and Contract~~
29 ~~Administrator to discuss contractual and other issues related to, but not limited to compliance with~~
30 ~~policies and procedures, statistics and program services.~~

31 ~~c. Staff training for individuals by COUNTY representatives. Such training shall be~~
32 ~~conducted by CONTRACTOR and/or COUNTY administrative staff.~~

33 ~~10. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to~~
34 ~~conduct research activity on COUNTY consumers without obtaining prior written authorization from~~
35 ~~ADMINISTRATOR.~~

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1 D. FLEXIBLE FUNDS

2 1. CONTRACTOR shall ensure that utilization of Flexible Funds is appropriate for the
3 consumers individualized service plan.

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

7 3. CONTRACTOR shall develop a ~~Policy and Procedure~~ P&P, or revise an existing ~~Policy and~~
8 ~~Procedure~~ P&P, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20)
9 calendar days from the start of ~~this~~ the Agreement. ADMINISTRATOR and CONTRACTOR shall
10 finalize and approve the ~~Policy and Procedure~~ P&P, in writing, no later than thirty (30) days from the
11 start of ~~this~~ the Agreement. If the Flexible Funds ~~Policy and Procedure~~ P&P has not been approved after
12 thirty (30) days from the start of ~~this~~ the Agreement, any subsequent Flexible Funds expenditures may be
13 disallowed by ADMINISTRATOR.

14 4. CONTRACTOR shall ensure that all staff ~~is~~ are trained and ~~has~~ have a clear understanding
15 of the approved Flexible Funds ~~Policy and Procedure (P&P)~~. CONTRACTOR will provide signature
16 confirmation of the Flexible Funds P&P training for each staff member that utilizes ~~these~~ Flexible Funds
17 for a client.

18 5. CONTRACTOR shall ensure the Flexible Funds ~~Policy and Procedure~~ P&P will include, but
19 not be limited to:

20 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
21 what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flexible
22 Funds shall be individualized according to individual consumer needs. Include a sample listing of
23 certain expenditures that are allowable, unallowable, or require discussion with ~~COUNTY Program staff~~
24 ~~and/or Contract Administrator~~ ADMINISTRATOR;

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

28 c. Identification of the process for documenting and accounting for all Flexible Funds
29 expenditures, which shall include, but not be limited to, retention of comprehensible source
30 documentation such as receipts and general ledgers;

31 d. Statement indicating that Flexible Funds may be utilized when other community
32 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a
33 timely manner, or are not appropriate for a member's situation. Peer Mentors will assist individual
34 consumers in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

35 e. Statement indicating that no single Flexible Fund expenditure, in excess of \$500, shall
36 be made without prior written approval of ADMINISTRATOR. In emergency situations,
37 CONTRACTOR may exceed the \$500 limit, if appropriate and justified, and shall notify

ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement indicating that Flexible Funds shall not be given in the form of cash to any individuals participating in the program;

~~g. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the requirements described in this Flexible Fund paragraph.~~

E. PERFORMANCE OUTCOMES — CONTRACTOR shall be required to establish and achieve Performance Outcome Objectives, and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of referrals received; number of referrals assessed; and number of referrals accepted.

2. CONTRACTOR shall track the total number of consumers served each month, and the number of contacts provided to each consumer on a monthly basis.

3. CONTRACTOR shall track the length of stay for each consumer in the program. These numbers shall be reported monthly.

4. CONTRACTOR shall track consumer satisfaction periodically throughout participation in the program, and six months following discharge from the program. CONTRACTOR shall track participation in aftercare, hospitalization status, self-reliance, network of support, and level of integration into the community upon admission and periodically throughout participation in the program and six months following discharge from the program.

5. CONTRACTOR, in partnership with ADMINISTRATOR will develop ongoing measures/outcomes of ~~programs~~ program target goals as the program moves beyond its implementation phase.

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

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

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V. STAFFING

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

ADMINISTRATIVE	FTEs
Executive Director	0. 20 ²⁵
Finance Manager	0.50
IT Manager	0.10
Personnel Manager	0. 20 ²⁵
SUBTOTAL ADMINISTRATIVE FTE	1. 00 ¹⁰
 PROGRAM	
Program Manager	1.00
Lead Peer Mentor	3.00
Peer Mentor	9.00 ⁸
Quality Specialist	1.00
Office Support	0.10 ^{1.00}
<u>Program Assistant</u> Clerical Support	<u>1.00</u>
SUBTOTAL PROGRAM FTE	15. 10 ⁰⁰
 TOTAL FTEs	 16.10

B. Peer Mentor Staff shall be persons with a history of participating in mental health services. Moreover, additional staff may consist of individuals who are professionals that may or may not have a history of participating in mental health services.

C. Program Director and Program Manager roles and responsibilities shall include, but not be limited to:

1. Implementation, supervision and tracking outcomes of peer mentors activities and interventions.

2. Maintain ongoing communication with mentors, consumers and treatment team on needs assessments, and efficient delivery of services.

3. Research, evaluate, and implement best practices as they relate to Peer Mentoring. Programs continued progress towards achieving positive outcomes is the responsibility of the ~~Program~~ Executive Director and Program Manager.

4. Focus on outcomes and developing systems to measure recovery as a process (short term goals) and as an outcome (long term goal).

5. Submittal of quarterly data to ADMINISTRATOR with verification that outcome data is correct;

6. Development of all ~~policies and procedures~~ P&Ps regarding the Peer Mentoring program.

7. Fiscal and programmatic management of the Peer Mentoring operating budget.

8. Develop and coordinate In-service training of staff, both initially and ongoing, on topics related to recovery, field-based services.

9. Maintain ongoing communication with ~~County administrators~~ ADMINISTRATOR in regards to program.

~~D. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and members of the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff member relationships; prohibition of sexual contact with members; and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each individual upon admission and shall be posted in writing in a prominent place.~~

~~E. D.~~ D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be hired and retained. Any ~~staff~~ vacancies occurring at a time when bilingual and bicultural composition of the program staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-bilingual and bicultural 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 advance and in writing, by ADMINISTRATOR.

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~~F.~~ F. CONTRACTOR shall make its best effort to provide services pursuant to ~~this~~ 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~~ P&Ps; 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.

~~G.~~ G. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals 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.

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1 ~~HG.~~ CONTRACTOR may augment the above paid staff with volunteers or interns upon written
2 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified
3 in their respective job descriptions or work contracts.

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

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

10 ~~KJ.~~ ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
11 adjust the ~~staffing requirements described in~~ Staffing Paragraph of this ~~paragraph~~ Exhibit A to the
12 Agreement.

14 VI. REPORTS

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

18 B. FISCAL

19 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
20 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
21 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
22 in the Services ~~paragraph~~ Paragraph of this Exhibit A to ~~this~~ the Agreement. Any changes,
23 modifications, or deviations to any approved budget line item must be approved in advance and in
24 writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said
25 cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR
26 no later than ~~twenty (20) calendar days~~ the twentieth (20th) day following the end of the month being
27 reported.

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

35 C. STAFFING — CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
36 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a
37 minimum, report both the budgeted and actual salaries and FTEs of the positions stipulated in the

Staffing ~~subparagraph~~ Paragraph of this Exhibit A to the Agreement, and shall include the employees' names, licensure status, and hire and/or termination date, and any other pertinent information as may be required by ADMINISTRATOR. Any changes, modifications, or deviations to any approved salary budgets/FTEs or actual salaries/FTEs exceeding approved amounts must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Staffing Report, or said cost deviations may be subject to disallowance. The reports shall be received by ADMINISTRATOR no later than ~~twenty (20) calendar days~~ the twentieth (20th) day following the end of the month being reported.

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

E. 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 will be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISRATOR 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 placed in their personnel files.

B. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

C. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact information available to neighboring residents.

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

1 E. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
 2 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
 3 Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

4 F. CONTRACTOR shall attend:

5 1. Meetings requested by ADMINISTRATOR to address any aspect of the services described
 6 in the Services Paragraph of this Exhibit A to the Agreement.

7 2. Monthly COUNTY staff meetings with ADMINISTRATOR to discuss contractual and
 8 other issues related to, but not limited to compliance with P&Ps, statistics and program services.

9 3. Staff training for individuals by COUNTY representatives. Such training shall be
 10 conducted by CONTRACTOR and/or ADMINISTRATOR.

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

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

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

23 2. Maximize the use of the allocated funds;

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

25 4. Maintain appropriate staffing levels;

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

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

28 7. Track and report expenditures electronically;

29 8. Maintain electronic and telephone communication between key staff and
 30 ADMINISTRATOR; and

31 9. Act quickly to identify and solve problems.

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

34 J. ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring compliance
 35 with ADMINISTRATOR P&Ps and any documentation requirements.

36 K. ADMINISTRATOR shall review extended stays in the program.

37 L. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

1 M. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&Ps.

2 N. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
3 conduct research activity on COUNTY clients without obtaining prior written authorization from
4 ADMINISTRATOR.

5 O. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and
6 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed
7 within the appropriate timelines.

8 P. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
9 that adversely affect the quality or accessibility of member client-related services provided by, or under
10 contract with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.

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

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