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**REFERENCED CONTRACT PROVISIONS****Term:** July 1, ~~2012~~2011 through June 30, ~~2014~~2012Period One means the period from July 1, 2012 through June 30, 2013Period Two means the period from July 1, 2013 through June 30, 2014**Aggregate Maximum Obligation:**Period One Maximum Aggregate Obligation: \$2,869,243Period Two Maximum Aggregate Obligation: 2,869,243TOTAL AGGREGATE MAXIMUM OBLIGATION: \$5,738,486**Basis for Reimbursement:** Actual Cost**Payment Method:** Provisional Amount**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «LC\_PROV»  
 «CONTACT»  
 «ADDR»  
 «CITY\_STATE\_ZIP»

**CONTRACTOR's Insurance Coverages:**

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

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Sexual Misconduct

\$1,000,000 per occurrence

I. ACRONYMS ~~ALTERATION OF TERMS~~

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

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

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

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#### IV. COMPLIANCE

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

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

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

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

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

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

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

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

32 //

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35 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and  
36 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60)  
37



1 calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this  
2 Agreement as to the non-complying party.

3 B. SANCTION SCREENING ~~—~~ CONTRACTOR shall screen all Covered Individuals employed or  
4 retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible  
5 Persons,"<sup>22</sup> as defined hereunder. Screening shall be conducted against the General Services Administration's  
6 List of Parties Excluded from Federal Programs ~~and~~ the Health and Human Services/~~Office of Inspector~~  
7 ~~General~~ OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

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

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

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

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

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

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

37 C. COMPLIANCE TRAINING ~~—~~ ADMINISTRATOR shall make General Compliance Training and

1 Provider Compliance Training, where appropriate, available to Covered Individuals.

2 ~~1~~ //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13  
14 **V. CONFIDENTIALITY**

15 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or  
16 video recordings, in accordance with all applicable federal, state and county codes and regulations, including 42  
17 ~~United States Code~~ USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended  
18 or changed.

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

23 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
24 consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement.  
25 Such consents shall be obtained by CONTRACTOR in accordance with ~~California Civil Code~~ CCC, Division  
26 1, Part 2.6 relating to confidentiality of medical information.

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

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

36 ~~C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate disclosure~~  
37 ~~in connection with activity funded under this Agreement. This system shall include provisions for employee~~

~~education on the confidentiality requirements, and the fact that disciplinary action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide COUNTY with information concerning such safeguards.~~

~~D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.~~

~~E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security, and shall include them in all subcontracts.~~

~~F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work week, of any suspected or actual breach of computer system security, if the security breach would require notification under California Civil Code §1798.82.~~

## VI. COST REPORT

A. CONTRACTOR shall submit to COUNTY separate Cost Reports, by funding source as specified by ADMINISTRATOR, and by Period or for a portion thereof, no later than forty-five (45) calendar days following 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.

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

//

a. CONTRACTOR may be assessed a late penalty of ~~one~~five hundred dollars (~~\$100~~500), per Cost Report, for each business day after the above specified due date that the accurate and complete Cost Reports are not submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR, either due through this Agreement or other agreements between COUNTY and CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that all Cost Reports are delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost

1 Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole  
 2 discretion of ADMINISTRATOR and shall not be unreasonably denied. ~~In no case shall extensions be granted  
 3 for more than seven (7) calendar days.~~

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

9 B. The Cost Reports shall be the final financial and statistical reports submitted to COUNTY, and shall  
 10 serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are  
 11 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost  
 12 Reports shall be the final financial records for subsequent audits, if any.

13 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less  
 14 applicable revenues and late penalty, not to exceed COUNTY's Total Maximum Obligation(s) for the Periods  
 15 as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
 16 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and county laws,  
 17 regulations, and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently  
 18 determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to  
 19 COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the  
 20 corresponding Cost Report or COUNTY may, in addition to any other remedies, elect to reduce any amount  
 21 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

29 E. If any Cost Report for the Period indicates that the actual and reimbursable costs of services provided  
 30 pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim  
 31 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such  
 32 payment does not exceed the Total Maximum Obligation(s) of COUNTY for the Period.

33 F. All Cost Reports for each Period shall contain the following attestation, which may be typed directly on  
 34 or attached to each Cost Report:

35  
 36 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting  
 37 documentation prepared by \_\_\_\_\_ for the cost report period



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

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_”

**VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

~~C.~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR’s directors at one time shall be

1 deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this  
2 paragraph shall be void.

### 4 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

5 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
6 regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants  
7 performing work under this Agreement meet the citizenship or alien status requirement set forth in federal  
8 statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and consultants  
9 performing work hereunder, all verification and other documentation of employment eligibility status required by  
10 federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of  
11 1986, 8 ~~U.S.C.~~ USC §1324 et seq., as they currently exist and as they may be hereafter amended.  
12 CONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants  
13 for the period prescribed by the law.

### 15 **IX. EQUIPMENT**

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

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

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

36 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds  
37 paid through this Agreement, including date of purchase, purchase price, serial number, model and type of

1 Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original  
2 purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

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

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

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

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

16 ~~I. Equipment purchases shall not exceed \$50,000 annually.~~

## 17 18 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

## 28 29 **XI. INDEMNIFICATION AND INSURANCE**

30 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and  
31 hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and  
32 agencies for which COUNTY's Board of Supervisors acts as the governing Board (~~"COUNTY~~  
33 ~~INDEMNITEES"~~) harmless from any claims, demands or liability of any kind or nature, including but not  
34 limited to personal injury or property damage, arising from or related to the services, products or other  
35 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against  
36 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active  
37 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability



1 will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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

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

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

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

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

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

## 22 **XII. INSPECTIONS AND AUDITS**

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

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

37 C. AUDIT RESPONSE

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

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

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

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

### 19 20 **XIII. LICENSES AND LAWS**

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

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

- 31 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
- 32 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
33 Program Certification Standards, March 2004.
- 34 3. ~~California Health and Safety Code (HSC),~~ Divisions 10.5 and 10.6.
- 35 4. ~~HSC Sections~~, §§11758.40 through 11758.47.
- 36 5. HSC, §§11839 through 11839.22
- 37 6. HSC, §11864

- 1 7. HSC, §11876(a)
- 2 8. HSC, §§123110 through 123149.5.
- 3 ~~5~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
- 4 ~~6~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
- 5 ~~7~~11. 41 CFR, Public Contracts and Property Management.
- 6 ~~8~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 7 ~~9~~13. 45 CFR 93, New Restrictions on Lobbying.
- 8 ~~10.~~ 14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis?"
- 9 15. 45 CFR 96.132(e), Additional Agreements.
- 10 ~~11~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 11 ~~12~~17. 45 CFR 160, General Administrative Requirements.
- 12 ~~13~~18. 45 CFR 162, Administrative Requirements.
- 13 ~~14~~19. 45 CFR 164, Security And Privacy.
- 14 ~~20.~~ ~~15.~~ 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 15 ~~16~~21. Title 31, ~~United States Code (U.S.C.)~~, USC, Chapter 13, Subtitle II, ~~Section~~ §1352,
- 16 Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.
- 17 ~~17~~22. 42 U.S.C., USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- 18 ~~18~~23. 42 U.S.C., USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and
- 19 Mental Health Services Administration.
- 20 24. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- 21 ~~19~~25. 42 U.S.C., USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for
- 22 health services facilities and organizations.
- 23 ~~20~~26. 42 U.S.C., USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8),
- 24 Administrative Simplification.
- 25 ~~21. 42 U.S.C., Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
- 26 ~~Health Services Administration.~~
- 27 ~~22. 42 U.S.C.,~~ 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o,
- 28 National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 29 28. 42 USC 6101, Age Discrimination Act of 1975
- 30 ~~29.~~ ~~23. California~~ 42 USC 2000d, Civil Code (Rights
- 31 30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse
- 32 prevention and treatment block grants and/or projects for assistance in transition from homelessness grants."
- 33 31. 8 USC, 1324, Immigration Reform & Control Act, 1986
- 34 ~~32. CCC) Sections~~ §§56 through 56.37, Confidentiality of Medical Information.
- 35 ~~24~~33. CCC §§1798.80 through 1798.82, Customer Records.
- 36 ~~25~~34. CCC §1798.85, Confidentiality of Social Security Number.
- 37 ~~26~~ 35. CCR, Title 9, Division 4; and Title 22.

36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.

~~27~~37. U.S. Department of Health and Human Services Grants Policy Statement.

38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet ~~28~~.

~~California Code of Regulations (CCR), Title 9, Division 4; and Title 22 Social Security.  
29. State of California, Department of Social Services, Community Care Licensing Division  
requirements for Group Homes Alcohol and Drug Programs, 2003~~

39. California Welfare and Institutions Code, §14100.2.

#### C. 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 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. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful use of

1 drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in ~~California~~  
 2 ~~Health and Safety Code, Section HSC, §11999.~~

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

## 7 XV. MAXIMUM OBLIGATION

8 | The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements  
 9 for Behavioral Health ~~CalWorks~~ CalWORKS Services during Period One and Period Two is as specified in the  
 10 Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one  
 11 of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the  
 12 parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

## 14 XVI. NONDISCRIMINATION

### 15 | A. EMPLOYMENT

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

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

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

34 B. SERVICES, BENEFITS, AND FACILITIES — CONTRACTOR shall not discriminate in the  
 35 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group  
 36 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual  
 37 orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education

1 Amendments of 1972; Title VI of the Civil Rights Act of 1964  
 2 (42 ~~U.S.C.A.~~USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~USC §6101); and Title 9,  
 3 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent  
 4 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as  
 5 all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

34 C. PERSONS WITH DISABILITIES ~~—~~— CONTRACTOR agrees to comply with the provisions of  
 35 ~~Section~~— §504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~USC 794 et seq., as implemented in 45 CFR  
 36 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~USC 12101, et seq.), pertaining to  
 37 the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they



1 exist now or may be hereafter amended together with succeeding legislation.

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

6 #

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

## 10 **XVII. NOTICES**

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

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

17 2. When faxed, transmission confirmed;

18 3. When sent by Email; or

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

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

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

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

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

## 33 **XVIII. NOTIFICATION OF DEATH**

34  
35 A. NON-TERMINAL ILLNESS DEATH

36 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming  
37 aware of the death due to non-terminal illness of any person served hereunder; provided, however, weekends

1 and holidays shall not be included for purposes of computing the time within which to give telephone notice and,  
2 notwithstanding the time limit herein specified, notice need only be given during normal business hours.

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

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

#### 9 B. TERMINAL ILLNESS DEATH

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

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

### 20 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

24 B. CONTRACTOR shall notify ADMINISTRATOR at least ~~ten (10)~~ thirty (30) business days in advance  
25 of any applicable public event or meeting. The notification must include the date, time, duration, location and  
26 purpose of public event or meeting. Any promotional materials or event related flyers must be approved by  
27 ADMINISTRATOR prior to distribution.

### 29 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

33 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a),  
34 75343(a), and 77143(a).

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

1 //

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

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

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

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

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

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

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

## 22 23 **XXI. REVENUE**

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

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

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

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

### 3 **XXII. SEVERABILITY**

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

### 9 10 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

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

22 6. Paying an individual salary or compensation for services at a rate in excess of the current Level I  
23 of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management (OPM).~~ OPM.  
24 The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).

25 7. Fundraising.

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

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

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

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

35 //

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

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

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

4 15. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

#### 23 **XXIV. STATUS OF CONTRACTOR**

24  
25 ] CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly  
26 responsible for the manner in which it performs the services required of it by the terms of this Agreement.  
27 CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by  
28 CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and  
29 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's  
30 employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for  
31 the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided  
32 during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or  
33 subcontractors, shall not be  
34  
35 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be  
36 COUNTY employees.  
37

**XXV. TERM**

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Master Agreement applies. The term of this Master Agreement shall commence on July 1, ~~2011~~2012 and terminate on June 30, ~~2012~~2014; provided, however, that the specific term for CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and provided further that the parties shall continue to be obligated to comply with the requirements and perform the duties specified in this Agreement. Such duties include, but are not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

**XXVI. TERMINATION**

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

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

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

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

**D. CONTINGENT FUNDING**

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and

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

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

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

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

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

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

15 ~~3~~ 3. If clients are to be transferred to another facility for services, furnish  
16 ADMINISTRATOR, upon request, all client information and records deemed necessary by  
17 ADMINISTRATOR to effect an orderly transfer.

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

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

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

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

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

### 31 **XXVII. THIRD PARTY BENEFICIARY**

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

### 34 **XXVIII. WAIVER OF DEFAULT OR BREACH**

35 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
36 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
37 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or

1 | any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.  
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of  
2 California.

3  
4 «UC\_PROV»

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

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10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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13 TITLE: \_\_\_\_\_

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18 COUNTY OF ORANGE

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20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

23  
24  
25  
26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

32 DEPUTY

33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors



has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

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## EXHIBIT A

TO AGREEMENT FOR PROVISION OF WITH  
BEHAVIORAL HEALTH CALWORKS SERVICES

«UC\_PROV»

JULY 1, ~~2012~~2011 THROUGH JUNE 30, ~~2014~~2012**I. DEFINITIONS**

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

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

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

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

D. CalOMS ~~means the California Outcomes Measurement System which~~ is a statewide Client-based data collection and outcomes measurement system as required by the State ~~Department of Alcohol and Drug Programs~~ to effectively manage and improve the provision of alcohol and other drug services at the state, county, and provider levels.

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

~~F. F-CalWORKs means California Work Opportunity and Responsibility for Kids program implemented by COUNTY's Social Services Agency.~~

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

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

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

1 ~~—~~ H. G. CaWORKs Team means the COUNTY unit responsible for outreach, assessment, referral and  
 2 network coordination for Clients enrolled in the CaWORKs program.

3 ~~—~~ I.

4 H. Client means a person ~~who has an alcohol and/or drug problem, or~~ who has enrolled in the  
 5 CaWORKs program, who has been referred by COUNTY's CaWORKs Team and who has substance  
 6 abuse, mental health, domestic violence or other problems that act as barrier(s) to employment, for whom a  
 7 COUNTY-approved intake process and admission for outpatient services has been completed pursuant to  
 8 ~~this~~ the Agreement.

9 ~~J. Client Evaluation of Self at Intake (I. CESI) and Client Evaluation of Self and Treatment (CEST)~~ are  
 10 self-administered survey instruments designed to assess Clients' motivation for change, engagement in treatment,  
 11 social and peer support, and other psychosocial indicators of progress in recovery.

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

15 ~~L.K. DATAR~~ means ~~the Drug Abuse Treatment Access Report as~~ a report required by the State  
 16 ~~Department of Alcohol and Drug Programs.~~

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

18 ~~N. Direct Services Hours (M. DSH)~~ means a measure in hours and parts of hours that a clinician  
 19 spends providing Client services. Previously referred to as ~~Standard Treatment Units (STU).~~ STU.

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

22 ~~— P. Integrated Records and Information System (IRIS)~~ O. IRIS means a collection of applications  
 23 and databases that serve the needs of programs within ADMINISTRATOR and includes functionality such as  
 24 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with  
 25 regulatory requirements, electronic medical records and other relevant applications.

26 Q.P. Licensed Mental Health Professional means licensed physicians, licensed psychologist, licensed clinical  
 27 social workers, licensed marriage and family therapists, registered nurses, licensed vocational nurses, and  
 28 licensed psychiatric technicians.

29 ~~R.Q. Linkage to Services~~ means ~~linkage to~~ connecting clients to ancillary services such as  
 30 outpatient/residential treatment, and support/supportive services such as which may include self-help groups,  
 31 social services, rehabilitation services, vocational services, job training services, or other appropriate services.

32 ~~— S. Marriage and Family Therapist (MFT)~~ R. MFT means a person who meets the minimum  
 33 professional and licensure requirements set forth in Title 9, CCR, Section 626.

34 //

35 T.S. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and at least  
 36 four years of experience in a mental health setting as a specialist in the fields of physical restoration, social  
 37 adjustment or vocational adjustment.

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

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

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

16 ~~3~~ 3. Counselor means a professional who is either registered or certified and/or licensed by  
 17 the appropriate organization pertaining to their particular discipline.

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

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

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

31 //

32 //

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

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

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

3 ~~X. NIATx means the Network for Improvement of Addiction Treatment model.~~

4 ~~W. NPI~~ ~~Y. National Provider Identifier (NPI)~~ means the standard unique health identifier that was  
5 adopted by the Secretary of Health and Human Services under HIPAA. All HIPAA covered healthcare  
6 providers, individuals and organization must obtain an NPI for use to identify themselves in HIPAA standard  
7 transactions. The NPI is assigned to individuals for life.

8 ~~X. NPP~~ ~~Z. Notice of Privacy Practices (NPP)~~ is a document that notifies individuals of uses and  
9 disclosers of PHI that may be made by or on behalf of the health plan or health care provider as set forth in  
10 HIPAA.

11 ~~AA~~Y. Pre-Licensed Therapist means a person who has obtained a Masters Degree in Social Work or  
12 MFT and is registered with the ~~Board of Behavioral Sciences (BBS)~~BBS as an Associate Clinical Social  
13 Worker or MFT intern acquiring hours for licensing. Registration is subject to regulations adopted by the BBS.

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

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

18 ~~AD~~AB. Token means the security device which allows an individual user to access the ~~Health Care Agency~~  
19 ~~(HCA)~~ computer based IRIS.

20 ~~AE~~AC. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by  
21 COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor compliance ~~to the~~  
22 ~~minimum Medi-Cal~~and charting standards. The Program/Clinic Director or designee conducts Supervisory  
23 Review.

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32 **II. BUDGET**

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

1	ADMINISTRATIVE COST	CaWORKs
2	Indirect Costs	\$ <u>    </u> «ADM_IC»
3	SUBTOTAL ADMINISTRATIVE COST	\$ <u>    </u> «ADM_SUB»
4		
5	PROGRAM COST	
6	Salaries	\$ <u>    </u> «PGM_SAL»
7	Benefits	«PGM_BEN»
8	Services and Supplies	«PGM_SS»
9	Subcontractor	- <u>    </u> «PGM_SUBK»
10	SUBTOTAL PROGRAM COST	\$ <u>    </u> «PGM_SUB»
11		
12	TOTAL COST	\$ <u>    </u> «T_COST»
13		
14	REVENUE	
15	Other Revenue	\$ <u>    </u> «OTHER_REV»
16	TOTAL REVENUE	\$ <u>    </u> «T_REV»
17		
18	TOTAL MAXIMUM OBLIGATION	\$«TTL_MAXOB»

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20 B. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided

21 pursuant to ~~this~~the Agreement, CONTRACTOR may make written application to ADMINISTRATOR to

22 retain such revenues; provided, however, the application must specify that the fees and insurance will be utilized

23 exclusively to provide ~~mental~~behavioral health services. ADMINISTRATOR may, at its sole discretion,

24 approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to

25 CONTRACTOR and will specify the amount of said revenues to be retained and the quantity of services to be

26 provided by CONTRACTOR. Fees received from private resources on behalf of Medi-Cal clients shall not be

27 eligible for retention by CONTRACTOR.

28 C. BUDGET/STAFFING MODIFICATIONS ~~—~~— CONTRACTOR may request to shift funds between

29 programs, or between budgeted line items within a program, for the purpose of meeting specific program needs

30 or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form

31 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing

32 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification

33 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual

34 impact of the shift as may be applicable to the current contract period and/or future contract periods.

35 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from

36 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain

37 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may

1 result in disallowance of those costs.

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

10 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify ~~subparagraph H-~~  
11 ~~above~~the Budget Paragraph of this Exhibit A to the Agreement.

### 13 III. PAYMENTS

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

22 1. In support of the monthly ~~billing~~invoice, CONTRACTOR shall submit an Expenditure and  
23 Revenue Report as specified in the Reports ~~paragraph~~Paragraph of this Exhibit A to the Agreement.  
24 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR  
25 as specified in ~~subparagraphs~~Subparagraphs A.2. and A.3., below.

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

30 //

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

36 B. CONTRACTOR's ~~billing~~invoices shall be on a form approved or supplied by COUNTY and provide  
37 such information as is required by ADMINISTRATOR. ~~Billings~~Invoices are due the tenth (10th) business day



1 of each month ~~and payments~~. Invoices received after the due date may not be paid within the same month.  
 2 Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days  
 3 after receipt of the correctly completed billing invoice form.

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

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

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

#### 12 13 **IV. REPORTS**

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

##### 17 B. FISCAL

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

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

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



1 being reported.

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

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

7 1. The Client’s total number of treatment hours provided by CONTRACTOR.

8 2. Documentation on the Client’s compliance and progress with the treatment plan, and the  
 9 expected date of resolution.

10 3. Outcome measurements including

11 a. Resolved impairments

12 b. Progress towards Welfare to Work Goals

13 c. Employment

14 d. CalWORKs enrollment discontinuance

15 b. BHR Forms – Completed thoroughly and accurately for each Client upon completion of  
 16 intake assessment, discharge, and for each month of service. These reports are reviewed by  
 17 CONTRACTOR’s supervisor.

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

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

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

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

27 //

28 //

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

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

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

37 1. Assessment and Treatment Plan – to be completed and submitted within thirty (30)

1 calendar days upon completion of the Intake Assessment.

2 2. Progress Report – to be completed and submitted by the tenth (10<sup>th</sup>) calendar day of  
3 each month for each Client served during the preceding month.

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

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

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

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

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

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

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

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

25 //

26 //

27 I. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that  
28 adversely affect the quality or accessibility of client-related services provided by, or under contract with, the  
29 COUNTY as identified in the HCA’s policy and procedures.

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

32 **V. SERVICES**

33 **A. FACILITY**

34 **1. FACILITY LOCATION – CONTRACTOR shall maintain facilities which meet the minimum**  
35 **requirements for Behavioral Health Outpatient CalWORKs Services for exclusive use by COUNTY at the**  
36 **following locations, or any other location approved, in advance, in writing, by ADMINISTRATOR:**  
37



1 disorder services.

2 b. Person referred by CalWORKs Team for mental health services.

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

9 ~~1~~ 1. OUTREACH & ENGAGEMENT ACTIVITIES – CONTRACTOR shall perform  
10 outreach and engagement activities for the purpose of encouraging Clients who have been referred for  
11 treatment. Such outreach and engagement activities may include, but are not limited to, phone calls, outreach  
12 letters, home visits, and collaboration with Social Services CalWORKs workers.

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

15 ~~2,3~~ 3. BEHAVIORAL HEALTH EDUCATION

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

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

21 ~~3~~ 4. INDIVIDUAL, COUPLES AND FAMILY THERAPY – CONTRACTOR shall  
22 provide therapeutic interventions consistent with the treatment plan and the Client's vocational goals.  
23 CONTRACTOR shall provide such services to Clients either individually, or with the Client’s significant other  
24 (Couples), or to a Client’s family.

25 //

26 ~~4~~ //

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

34 56. DUAL DIAGNOSIS SERVICES – CalWORKs Clients referred to CONTRACTOR may have  
35 a concurrent mental illness and substance ~~abuse problem~~ use disorder. The primary diagnosis for these Clients  
36 shall not be a factor in CONTRACTOR’s acceptance of these Clients; therefore, CONTRACTOR shall be  
37 expected to provide services to Clients with either a primary diagnosis of mental illness or a primary diagnosis of

1 substance ~~abuse.~~use disorder. CONTRACTOR shall provide both rehabilitative and recovery services to such  
 2 Clients and ensure that such services address the relationship between these two (2) diagnoses.  
 3 CONTRACTOR may receive referrals for CalWORKs Clients who are thought to be co-occurring, but are  
 4 then determined not to have a mental health illness. CONTRACTOR shall ensure that any such Client receives  
 5 appropriate substance abuse services.

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

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

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

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

15 78. LINKAGES AND REFERRALS – CONTRACTOR shall provide comprehensive information  
 16 related to alcohol and other drug abuse residential treatment, and support services such as self-help groups,  
 17 social services, rehabilitation, vocational and job training or other appropriate services as needed. Based on  
 18 individual need, CONTRACTOR shall ~~enable~~link access to such services prior to discharge.

19 ~~8~~ 9. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services  
 20 which include the process of identification, assessment of need, planning, coordination and linkage, monitoring  
 21 and continuous evaluation of Client and of available resources, and advocacy through a process of casework  
 22 activities in order to achieve the best possible resolution to individual needs in the most effective way possible.

23 ~~9~~//  
 24 10. CalWORKs CHILD WELFARE BEHAVIORAL HEALTH SERVICES – CONTRACTOR  
 25 shall provide therapeutic interventions to protect children’s welfare and promote their healthy development in  
 26 their family home. CONTRACTOR shall coordinate services with the assigned Social Services’ CalWORKs  
 27 staff and Children and Family Services Social Worker. CONTRACTOR shall acquire the appropriate Release  
 28 of Information forms and complete the ~~following forms:~~required reports.

29 ~~a. “Assessment and Treatment Plan” to be completed within thirty (30) calendar days of the~~  
 30 ~~referral.~~

31 ~~b. “Progress Report” to be completed on a monthly basis.~~

32 ~~c. “Termination Report” to be completed when case is closed by CalWORKs BHS.~~

33 10 11. CRISIS INTERVENTION – CONTRACTOR shall provide crisis intervention services  
 34 to or on behalf of a Client for a condition that requires more timely response than a regularly scheduled visit.  
 35 CONTRACTOR shall provide services to assist Clients to deal with life stressors that severely impair their  
 36 functioning and/or jeopardize the health and safety of themselves, their family, or others.

37 12. CHILDCARE (~~where available~~) – CONTRACTOR shall make available childcare services onsite

1 to facilitate participation in the CalWORKs Behavioral Health Program.

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

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

9 D. PERFORMANCE ~~OBJECTIVES~~ OUTCOMES:

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

12 ~~2. 1. Objective 1: CONTRACTOR shall complete one hundred percent (100%) of~~  
 13 ~~state mandated Client perception surveys for all Clients during the designated period, two (2) times per year.~~

14 ~~2. Objective 2: CONTRACTOR shall~~ At least ten percent (10%) of all participants will start  
 15 employment, employment training, and/or educational activities each month.

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

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

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

22 6. For all substance abuse or dual diagnosis cases, successful bidders shall obtain from eighty  
 23 percent (80%) of ~~Clients~~ participants, the completed CESI at the time of intake, and the ~~CEST shall be~~  
 24 completed ~~at the mid point~~ CEST at ninety (90) days, six (6) months, annually, and at completion ~~only for those~~  
 25 ~~Clients receiving at a minimum forty five (45) calendar days of treatment.~~

26 ~~a. CONTRACTOR shall ensure that surveys are completed by designated Clients, timely and~~  
 27 ~~accurately, including but not limited to, ensuring surveys contain provider number, Client ID number, responses~~  
 28 ~~to all psychosocial questions, responses for other important Client and CONTRACTOR information, and fields~~  
 29 ~~are filled and/or marked appropriately.~~

30 ~~b. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to~~  
 31 ~~ADMINISTRATOR by the tenth (10th) business day of each month.~~

32 ~~c. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in the~~  
 33 ~~Client files.~~

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

37 ~~3. Objective 3: CONTRACTOR shall implement a process improvement project as outlined in the~~



1 NIATx model, targeting at least one of the following four (4) NIATx aims:

2 ~~a. Reduced waiting times~~

3 ~~b. Reduced no shows~~

4 ~~of c. Increased admissions~~

5 ~~d. Increased continuation in treatment.~~

6 ~~4. Objective 4: CONTRACTOR shall ensure that seventy percent (70%) of Client intakes (first face~~  
 7 ~~to face) are seen within two weeks from the admission date. This information is to be reported by~~  
 8 ~~CONTRACTOR in the CalWORKs Monthly Services Report.~~

9 ~~5. Objective 5: CONTRACTOR shall ensure that less than thirty percent (30%) of discharged~~  
 10 ~~eases have a Discharge Status code "No Show (1)" for initial intake appointment. This information is to be~~  
 11 ~~reported by CONTRACTOR in the CalWORKs Monthly Services Report.~~

12 ~~6. Objective 6: CONTRACTOR shall ensure that at least twenty percent (20%) of discharged~~  
 13 ~~eases have a SSA Case Status at Behavioral Health Discharge/Outcome code "Working." This information is~~  
 14 ~~to be reported by CONTRACTOR in the CalWORKs Monthly Services Report.~~

15 ~~7. Objective 7: CONTRACTOR shall ensure that at least fifty percent (50%) of discharged cases~~  
 16 ~~have a Social Services Agency Case Status at Behavioral Health Discharge/Outcome code "Other Welfare to~~  
 17 ~~Work (WtW)." This information is to be reported by CONTRACTOR in the CalWORKs Monthly Services~~  
 18 ~~Report.~~

19 E. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

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

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

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

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

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

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

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

37 8. CONTRACTOR shall have readily available the name, address, and telephone number for the fire



1 department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

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

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

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

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

14 //  
15 //  
16 //  
17 //

18 ~~V. STAFFING~~

19  
20 VI. STAFFING

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

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

34 ~~— C. CONTRACTOR shall make its best effort to provide services pursuant to this~~ B.

35 CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that  
36 is culturally and linguistically appropriate for the population(s) served. ~~CONTRACTOR shall maintain~~  
37 documents of such efforts which may include; but not ~~be~~ limited to: records of participation in COUNTY-

1 sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in  
 2 multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for,  
 3 and sensitivity to, individuals who are physically challenged.

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

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

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

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

13 //

14 //

15 //

16 //

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

20  
 21 PROGRAM

22	Administrative Assistant	«P_ADM_ASST»
23	Child Care Worker	«P_CC_WKR»
24	Clerk	«P_CLK»
25	Clinical Supervisor	«P_CL_SUPV»
26	Clinician	«P_CLN»
27	Counselor	«P_COUN»
28	Lead Clinician	«P_LCLN»
29	Licensed Therapist	«P_LTHER»
30	Mental Health Therapist	«P_MH_THER»
31	Mental Health Worker	«P_MH_WKR»
32	Office Assistant	«P_OF»
33	Office Manager	«P_OMGR»
34	Pre-Licensed Therapist	«P_PL_THER»
35	Program Director	«P_PGMDIR»
36	Project Director	«P_PJDIR»
37	Receptionist	«P_REC»

1	Revenue Specialist	«P_REVSP»
2	Revenue/Office Manager	«P_RO_MGR»
3	Substance Abuse Counselor	«P_SA_COUN»
4		
5	SUBTOTAL PROGRAM	«P_SUBTTL»
6		
7	TOTAL FTEs	«TTL_FTE»
8		

#### 9 H. WORKLOAD STANDARDS

10 1. CONTRACTOR shall maintain an average monthly caseload of thirty-five (35) CalWORKs  
 11 Clients per clinical/counseling FTE, and provide a minimum of «FTE\_SPELL» («FTE\_NUM») DSH. The  
 12 parties understand that this program caseload is dependent upon COUNTY CalWORKs Team referrals. The  
 13 parties understand further that ADMINISTRATOR will review services provided quarterly and upon mutual  
 14 written agreement, units of service may be adjusted based on CONTRACTOR's actual experience.

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

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

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

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

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

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

34 K. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who are  
 35 either licensed (LCSW, MFT or psychologist) or registered interns, such as Associate Clinical Social Workers  
 36 or MFT Interns, or possess a Masters Master's Degree in either psychology, sociology, social work, or related  
 37 field with one (1) to two (2) years experience in the human services fields. ~~They must also receive the following:~~

~~1. Non licensed staff must receive one (1) hour per week of individual supervision by a licensed mental health professional and two (2) hours per month of group supervision.~~

~~2. All staff must complete twenty (20) hours per year of continuing education on child abuse issues.~~

L. ~~Staff providing~~ Domestic Violence Counseling ~~must~~ shall be provided by staff who are either licensed (LCSW, MFT or ~~PHD~~) ~~and have at least one (1) year~~ psychologist) or registered interns, such as Associate Clinical Social Workers or MFT Interns, or possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to two (2) years experience in the human services fields.

1. Staff shall complete an initial six (6) hour training course, provided by CONTRACTOR, on spousal/partner abuse/domestic violence; ~~or be unlicensed staff provided with supervision and direct access to licensed professional with a~~ issues within six (6) months of hire date.

2. Staff shall complete a six (6) hour refresher training course, provided by CONTRACTOR, on spousal/partner abuse/domestic violence ~~credentials. Staff are expected to have sixteen (16) hours of formal domestic violence training and must take an additional sixteen (16) hours of continuing education in the field each year~~ issues within three (3) years of competing the initial training course referenced above.

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

1. CONTRACTOR shall provide a minimum of ~~two (2) hours per week supervision to each student intern providing mental health services and~~ one (1) hour ~~of~~ supervision for each ten (10) hours of ~~treatment for student work by~~ interns ~~providing substance abuse services. Supervision will be in accordance to that set by the~~ or consistent with school or licensing Board of Behavioral Science requirements. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work ~~contracts~~ contacts.

2. An intern is 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 Marriage and Family Therapist, a Licensed Clinical Social Worker, or a licensed Clinical Psychologist.

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

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

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

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

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

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

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

d. No person shall be on parole or probation;

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

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

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

P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify ~~subparagraph V-~~ above the Staffing Paragraph of this Exhibit A to the Agreement.

**VI. REPORTS**

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

~~B. FISCAL~~

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

~~2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated~~

~~year-end actual costs and revenues for CONTRACTOR's program described in the Services paragraph of Exhibit A to this Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.~~

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

~~D. PROGRAMMATIC~~

~~1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Programmatic reports will include the following:~~

~~a. A monthly programmatic report of any problems in implementing the provisions of this Agreement, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Agreement shall be included.~~

~~b. On a quarterly basis, CONTRACTOR shall report the Performance Outcome Objectives as outlined in subparagraph IV.D.~~

~~2. CONTRACTOR shall provide the following reports in support of CalWORKs services. These reports shall be on a form approved or provided by ADMINISTRATOR. For CalWORKs Clients, CONTRACTOR shall include monthly progress reports to COUNTY's CalWORKs Team and/or Social Services Agency as directed.~~

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

~~1) The Client's total number of treatment hours provided by CONTRACTOR.~~

~~2) Documentation on the Client's compliance and progress with the treatment plan, and the expected date of resolution.~~

~~3) Outcome measurements including~~

~~a) Resolved impairments~~

~~b) Progress towards Welfare to Work Goals~~

~~c) Employment~~

~~d) CalWORKs enrollment discontinuance~~

~~b. Behavioral Health Response Forms Completed for each Client upon completion of intake assessment, discharge and for each month of service. These reports are reviewed by CONTRACTOR's~~



~~supervisor of CalWORKs staff and forwarded to the CalWORKs Regional Program Coordinator by the seventh (7th) calendar day of the month following the report month.~~

~~c. Monthly Contract Report – Count of Admissions, Discharges, End of the Month Caseloads Unit of Service, staffing and program changes. The report shall be submitted as directed by ADMINISTRATOR by the twelfth (12th) calendar day of the month following the report month.~~

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

~~e. Child Care Log (If Applicable) – A log showing name of CalWORKs Client, name of child/children, date and time signed in, date and time signed out and name of childcare worker.~~

~~f. For services provided to Child Welfare Clients receiving CalWORKs Services In-Office Counseling, the following reports shall be completed:~~

~~1) Assessment and Treatment Plan,~~

~~2) Progress Report,~~

~~3) Termination Report.~~

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

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

~~G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify subparagraph VI. above.~~

## **VII. RESPONSIBILITIES**

### **CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES:**

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

B. CONTRACTOR shall ensure that all staff complete the ~~County's~~ **COUNTY's** Annual Provider Training and Annual Compliance Training.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

36                 — a1. Designate the responsible position(s) in your organization for managing the funds allocated to  
37 this program;

- 1 ~~4~~2. Maximize the use of the allocated funds;
- 2 ~~5~~3. Ensure timely and accurate reporting of monthly expenditures;
- 3 ~~6~~4. Maintain appropriate staffing levels;
- 4 ~~7~~5. Request budget and/or staffing modifications to the Agreement;
- 5 ~~8~~6. Effectively communicate and monitor the program for its success;
- 6 ~~9~~7. Track and report expenditures electronically;
- 7 ~~10~~8. Maintain electronic and telephone communication between key staff and the Contract and
- 8 Program Administrators; and
- 9 ~~11~~9. Act quickly to identify and solve problems.

10 K. ~~CONTRATOR~~CONTRACTOR shall establish a Good Neighbor Policy which shall be reviewed and

11 approved by ~~Administrator~~ADMINISTRATOR. The policy should include, but not be limited to, staff training

12 to respond to neighborhood complaints, staff contact information to be made available to neighboring residents

13 and complaint procedures.

14 L. ~~COUNTY~~ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's

15 program to ensure compliance with workload standards and productivity.

16 M. ~~COUNTY~~ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring

17 compliance with HCA policies and procedures and Medi-Cal documentation requirements.

18 N. ~~COUNTY~~ADMINISTRATOR shall review and approve all admissions, discharges from the program

19 and extended stays in the program.

20 O. ~~COUNTY~~ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action

21 plans.

22 P. ~~COUNTY~~ADMINISTRATOR shall monitor CONTRACTOR's compliance with

23 ~~COUNTY~~ADMINISTRATOR Policies and Procedures.

24 Q. ~~COUNTY~~ADMINISTRATOR shall provide a written copy of all assessments completed on clients

25 referred for admission.

26 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify ~~subparagraph~~

27 ~~VII. above~~the Responsibilities Paragraph of this Exhibit A to the Agreement.

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