

AGREEMENT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
A CONSTITUTIONAL CORPORATION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA IRVINE
SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY
JULY 1, ~~2009~~2012 THROUGH JUNE 30, ~~2012~~2015

THIS AGREEMENT entered into this 1st day of July ~~2009~~2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation ~~(CONTRACTOR)~~, on behalf of ~~the~~ UNIVERSITY ~~OF~~ Of CALIFORNIA; IRVINE ~~MEDICAL CENTER (UCIMC) and the UCI UNIVERSITY PHYSICIANS AND SURGEONS.~~ SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Physician Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2009~~2012 through June 30, ~~2012~~2015

~~"Period One"~~ means the period from July 1, ~~2009~~2012 through June 30, ~~2010~~2013

~~"Period Two"~~ means the period from July 1, ~~2010~~2013 through June 30, ~~2011~~2014

~~"Period Three"~~ means the period from July 1, ~~2011~~2014 through June 30, ~~2012~~2015

Maximum Obligation:	Period One Maximum Obligation:	\$144,443 <u>225,843</u>
	Period Two Maximum Obligation:	144,443 <u>225,843</u>
	Period Three Maximum Obligation:	144,443 <u>225,843</u>
	Total Maximum Obligation:	\$433,329 <u>677,529</u>

Basis for Reimbursement: Negotiated Amount

Payment Method: Negotiated 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: The Regents of the University of California, ~~Irvine~~ Constitutional Corporation
~~Dean,~~ On Behalf of University of California Irvine
School of Medicine, Department of Psychiatry
Irvine Hall
Irvine, CA 92697-3950

CONTRACTOR's Insurance ~~Coverage~~Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with	\$1,000,000
—broad form Property damage and	Combined Single limit per occurrence
—contractual liability	\$2,000,000 Aggregate <u>aggregate</u>
Automobile Liability, including coverage	\$1,000,000 <u>per occurrence</u>
for owned, non-owned and hired vehicles	Combined Single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000
	<u>per occurrence</u>
Professional Liability Insurance	\$1,000,000
	<u>per claims made or</u>
	<u>per occurrence</u>
Sexual Misconduct	\$1,000,000
	<u>per occurrence</u>

I. ACRONYMS

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

A. AA	<u>Alcoholics Anonymous</u>
B. ABC	<u>Allied Behavioral Care</u>
C. ACGME	<u>Accreditation Council for Graduate Medical Education</u>
D. ADL	<u>Activities of Daily Living</u>
E. AMA	<u>American Medical Association</u>
F. AMHI	<u>Adult Mental Health Indigent</u>
G. AMHS	<u>Adult Mental Health Services</u>
H. ARRA	<u>American Recovery and Reinvestment Act</u>
I. ASO	<u>Administrative Service Organization</u>
J. ASRS	<u>Alcohol and Drug Programs Reporting System</u>
K. BBS	<u>Board of Behavioral Sciences</u>
L. BHS	<u>Behavioral Health Services</u>
M. CAT	<u>Centralized Assessment Team</u>
N. CCC	<u>California Civil Code</u>
O. CCR	<u>California Code of Regulations</u>
P. CFR	<u>Code of Federal Regulations</u>
Q. CHPP	<u>COUNTY HIPAA Policies and Procedures</u>
R. CHS	<u>Correctional Health Services</u>
S. CSW	<u>Clinical Social Worker</u>
T. CYC	<u>Child Youth Services</u>
U. D/MC	<u>Drug/Medi-Cal</u>
V. DCR	<u>Data Collection and Reporting</u>
W. DD	<u>Dual Disorders</u>
X. DHCS	<u>Department of Health Care Services</u>
Y. DPFS	<u>Drug Program Fiscal Systems</u>
Z. DRS	<u>Designated Record Set</u>
AA. DSH	<u>Direct Service Hours</u>
AB. DSM-IV	<u>Diagnostic and Statistical Manual of Mental Disorders. 4th Edition</u>
AC. EBP	<u>Evidence-Based Practice</u>
AD. EHR	<u>Electronic Health Record</u>
AE. ETS	<u>Emergency Treatment Services</u>
AF. FAX	<u>Facsimile Machine</u>
AG. FSP	<u>Full Service Partnership</u>
AH. FTE	<u>Full Time Equivalent</u>

1	AI.	HCA	Health Care Agency
2	AJ.	HHS	Health and Human Services
3	AK.	HIPAA	Health Insurance Portability and Accountability Act
4	AL.	HSC	California Health and Safety Code
5	AM.	IRIS	Integrated Records Information System
6	AN.	KET	Key Events Tracking
7	AO.	LPT	Licensed Psychiatric Technician
8	AP.	MFT	Marriage and Family Therapist
9	AQ.	MHP	Mental Health Plan
10	AR.	MHS	Mental Health Specialist
11	AS.	MHSA	Mental Health Services Act
12	AT.	MIHS	Medical and Institutional Health Services
13	AU.	MORS	Milestones of Recovery Scale
14	AV.	MTP	Master Treatment Plan
15	AW.	NA	Narcotics Anonymous
16	AX.	NOA-	Notice of Action
17	AY.	NP	Nurse Practitioner
18	AZ.	NPI	National Provider Identifier
19	BA.	NPP	Notice of Privacy Practices
20	BB.	OCJS	Orange County Jail System
21	BC.	OCPD	Orange County Probation Department
22	BD.	OCR	Office for Civil Rights
23	BE.	OCSD	Orange County Sheriff's Department
24	BF.	OIG	Office of Inspector General
25	BG.	OMB	Office of Management and Budget
26	BH.	OPM	Federal Office of Personnel Management
27	BI.	P&P	Policies and Procedures
28	BJ.	PADSS	Payment Application Data Security Standard
29	BK.	PAF	Partnership Assessment Form
30	BL.	PBM	Pharmaceutical Benefits Management
31	BM.	PBM	State of California Penal Code
32	BN.	PCI DSS	Payment Card Industry Data Security Standard
33	BO.	PEI	Prevention and Early Intervention
34	BP.	PGY-4	Post Graduate Year 4 Resident
35	BQ.	PGY-5	Post Graduate Year 5 Resident
36	BR.	PHI	Protected Health Information
37	BS.	PII	Personally Identifiable Information

1	BT. PRA	Public Record Act
2	BU. PSC	Personal Services Coordinator
3	BV. QI	Quality Improvement
4	BW. QIC	Quality Improvement Committee
5	BX. RN	Registered Nurse
6	BY. SRAS	Suicide Risk Assessment Standards
7	BZ. SSA	Social Services Agency
8	CA. SSI	Social Services Income
9	CB. TAR	Treatment Authorization Request
10	CC. TAY	Transitional Age Youth
11	CD. UMDAP	Universal Method of Determining Ability to Pay
12	CE. USC	United States Code
13	CF. WIC	State of California Welfare and Institutions Code
14	CG. WRAP	Wellness Recovery Action Plan
15	CH. XML	Extensible Markup Language

II. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

III. COMPLIANCE

~~— A. COUNTY's Health Care Agency (HCA) —~~ A. COMPLIANCE PROGRAM ~~—~~
ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ~~CONTRACTOR may adopt HCA's Compliance Program or establish its own. If CONTRACTOR has established its own Compliance Program, CONTRACTOR shall acknowledge existence of HCA's Compliance Program and shall provide certification to ADMINISTRATOR that CONTRACTOR shall operate its own Compliance Program and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agent, if appropriate, ("Covered Individuals") are~~ CONTRACTOR is made aware of CONTRACTOR's Compliance Program ~~the relevant~~ policies and procedures.

~~2. If CONTRACTOR elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Office of ADMINISTRATOR's Compliance Program.~~

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

~~B. CODE OF CONDUCT Under the direction of the HCA Office of Compliance, a Code of Conduct for adherence by all HCA employees and contract providers has been developed.~~

3. ~~1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" to adhere to ADMINISTRATOR's Compliance Program or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and comparison establish its own, provided CONTRACTOR's Compliance Program has been verified to federal, state and county standards by the HCA include all required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4., A.5., A.6., and A.7. below.~~

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

5. ~~Conduct, HCA's~~ ADMINISTRATOR's Compliance Officer shall ~~advise CONTRACTOR of any necessary changes to~~ determine if CONTRACTOR's ~~Code of Conduct to meet minimum standards and~~ Compliance Program contains all required elements. CONTRACTOR shall ~~either~~ take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~"HCA Contractor Code of Conduct" specified in subparagraph B.3. below~~ ADMINISTRATOR's Compliance Program if the CONTRACTOR's Compliance Program does not contain all required elements.

~~3~~ 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.

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

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

7 1. Ineligible Person shall be any individual or entity who:
 8 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
 9 federal health care programs; or
 10 b. has been convicted of a criminal offense related to the provision of health care items or
 11 services and has not been reinstated in the federal health care programs after a period of exclusion,
 12 suspension, debarment, or ineligibility.

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

16 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors
 17 semi-annually, ~~unless otherwise authorized in writing by ADMINISTRATOR~~, to ensure that they have
 18 not become Ineligible Persons.

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

22 ~~5. In addition to screening organizations and vendor under subcontract,~~ CONTRACTOR shall
 23 also request that its subcontractors use their best efforts to verify that they are eligible to participate in all
 24 federal and State of California health programs and have not been excluded or debarred from
 25 participation in any federal or state health care programs, and to further represent to CONTRACTOR
 26 that they do not have any Ineligible Person in their employ or under contract.

27 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 28 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 29 6 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

36 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

~~1. CONTRACTOR shall use its best efforts to encourage attendance at Compliance Training by Covered Individuals.~~

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

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

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

IV. CONFIDENTIALITY

A. Each party shall ~~use its best efforts to~~ maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal and state codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, subcontractors, and volunteer staff or interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and

all information and records which may be obtained in the course of providing such services. The Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR's Board members or its designee, employees, subcontractors, and volunteers or interns.

C. However, ~~COUNTY understands~~ both parties understand and ~~agrees~~ agree that ~~CONTRACTOR~~ each party is a public institution, subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce any records related to this Agreement, or ~~identify any term, condition, or aspect of this Agreement~~ the services hereunder, CONTRACTOR will contact COUNTY, ~~within forty-eight (48) hours~~ to advise of such request to release this information. CONTRACTOR shall not release the requested information prior to the notification to COUNTY.

V. DELEGATION ~~AND~~ ASSIGNMENT, AND SUBCONTRACTS

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

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

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

VI. EMPLOYEE ~~ELIGIBILITY VERIFICATION~~ ELIGIBILITY VERIFICATION

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

VII. ~~EXPENDITURE AND REVENUE REPORT~~ EXPENDITURE REPORT

A. No later than sixty (60) calendar days following termination of each period or fiscal year ~~or termination~~ of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure ~~and Revenue~~ Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and generally accepted accounting principles.

B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of this Agreement.

VIII. FACILITIES, PAYMENTS AND SERVICES

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

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

IX. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (~~“(COUNTY INDEMNITEES)”~~) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against

1 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active
 2 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that
 3 liability will be apportioned as determined by the court. Neither party shall request a jury
 4 apportionment.

5 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
 6 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
 7 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
 8 damage, arising from or related to the services, products or other performance provided by COUNTY
 9 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of
 10 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
 11 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
 12 request a jury apportionment.

13 C. Each party agrees to provide the indemnifying party with written notification of any claim
 14 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
 15 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
 16 each party shall cooperate with the indemnifying party in its defense.

17 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR ~~warrants~~ attests that it is
 18 self-insured or shall maintain in force at all times during the term of this Agreement, the policy or
 19 policies of insurance covering its operations placed with reputable insurance companies in amounts as
 20 specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement. Upon request by
 21 ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

22 E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with
 23 reputable insurance companies licensed to do business in the State of California which insures the perils
 24 of bodily injury, medical, professional liability, and property damage. Upon request by
 25 CONTRACTOR, COUNTY shall provide evidence of such insurance.

27 X. INSPECTIONS AND AUDITS

28 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 29 of the State of California, the Secretary of the United States Department of Health and Human Services,
 30 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 31 access to any books, documents, and records, including but not limited to, medical and client records, of
 32 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
 33 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
 34 during the periods of retention set forth in the Records and Management and Maintenance paragraph of
 35 this Agreement. Such persons may, with prior written notice, at all reasonable times inspect or
 36 otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are
 37 provided.

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

~~C. 1. These audits, reviews, evaluations, or examinations may include, but are not limited to, the following:~~

~~a. Level and quality of care, including the necessity and appropriateness of the services provided.~~

~~b. Internal procedures for assuring efficiency, economy, and quality of care.~~

~~c. Compliance with COUNTY Client Grievances Procedures.~~

~~d. Financial records when determined necessary to protect public funds.~~

2. COUNTY shall provide CONTRACTOR with at least seventy-two (72) ~~hour~~hours notice of such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be made in those situations where arrangement of an appointment beforehand is not possible or is inappropriate due to the nature of the inspection or evaluation.

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

~~C.~~ CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

~~D.~~E. AUDIT RESPONSE

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

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

F. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the

cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XI. LICENSES AND ~~LAW~~SLAWS

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

B. ~~The parties~~ CONTRACTOR shall comply with all applicable governmental laws, ~~rules or~~ regulations ~~applicable to the services provided hereunder, and requirements as any they exist now or~~ may ~~now exist or~~ be hereafter amended or changed, ~~except those provisions or application.~~

C. CONTRACTOR attests that all CONTRACTOR physicians providing services under this Agreement are and will continue to be as long as this Agreement remains in effect, the holders of ~~those provisions waived by~~ currently valid licenses to practice medicine in the Secretary of the Department of Health and Human Services. These laws, regulations, and requirements shall include, but not be limited to: State of California and are members in good standing of the medical staff of CONTRACTOR's facility.

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

Management.

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

~~C. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.~~

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

XII. LITERATURE

A. Any literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported by federal, state and county funds, as appropriate. For the purposes of this Agreement, distribution of such literature shall include written materials as well as electronic media such as the Internet.

B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks, presently existing or later established, of the other party nor its employees in any advertisement, press release or publicity with reference to this Agreement without the prior written approval of the other

party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted provider of ~~physician services~~ Physician Services for the residents of Orange County as provided in ~~subparagraph~~ Subparagraph A above. ADMINISTRATOR may include reference to ~~physician services~~ Physician Services provided by CONTRACTOR in informational materials relating to the continuum of care provided using federal, state and county funds.

~~XIII.~~ **MAXIMUM OBLIGATION**

The ~~Total~~ Maximum ~~Obligation~~ Obligations of COUNTY for ~~each Period, for~~ services provided in accordance with this Agreement, ~~is~~ and the separate Maximum Obligations for Period One, Period Two, and Period Three are as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement, except as allowed for in subparagraph B. below.

~~XIV.~~ ~~XIII.~~ **NONDISCRIMINATION**

A. EMPLOYMENT

1. During the performance of this Agreement, CONTRACTOR shall ~~ensure that applicants are employed, and that employees are treated during~~ not unlawfully discriminate against any employee or applicant for employment, ~~without regard to their~~ because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual ~~preference~~ orientation, medical condition, or physical or mental disability. ~~Such action shall include, but not be limited to the following:~~ CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment, upgrade are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

3. ~~Each~~ CONTRACTOR shall give written notice of its obligations under this Equal Opportunity Clause to each labor union ~~or representative of workers~~ with which CONTRACTOR has a collective bargaining agreement ~~or other contract or understanding must post a notice advising the labor~~

~~union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

B. SERVICES, BENEFITS, AND FACILITIES ~~—~~ CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, creed, color, ~~creed~~, sex, marital status, national origin, age (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in accordance with Title ~~IX of the Education Amendments of 1972; Title~~ VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~USC §2000d); ~~the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,~~ and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by ~~state~~State law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

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

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

~~b. In those cases where the client's complaint is filed initially with the Patients' Rights~~

Office, the Patients' Rights Office may proceed to investigate the client's complaint:

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

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

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

E. ~~In the event~~ Upon a finding of ~~non-compliance with this paragraph or as otherwise provided~~ discrimination by ~~federal~~ the United States Equal Employment Opportunity Commission, State Department of Fair Employment and ~~state law~~ Housing, or a court of competent jurisdiction, and after exhaustion of any and all appeals, this Agreement may be ~~canceled~~ cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for ~~further~~ future contracts involving federal, state, or county funds.

XV. NOTICES

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

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by ~~electronic mail~~ Email; or

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

B. Termination Notices shall be addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability.

Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

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

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

XVI. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

be approved by ADMINISTRATOR prior to distribution.

XVIII. RECORDS MANAGEMENT AND MAINTENANCE

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

~~1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 Retention of records by outpatient medical facilities;~~

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

~~manual~~ B. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI.

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

~~4. 45 CFR, HIPAA Privacy Rule (Designated Record Set);~~

~~5. State of California, Health and Safety Code §§123100–123149.5;~~

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

CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.

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

~~D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:~~

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

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

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

~~E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or request addendum to their records.~~

~~F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of personally identifiable information (hereinafter “PII”) and/or protected health information (hereinafter “PHI”). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or~~

~~security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.~~

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

~~—H.~~ E. CONTRACTOR shall retain all financial records for a minimum of ~~five (5)~~ seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

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

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

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

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

~~—M.~~ ~~CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request within twenty four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.~~

XIX. SEVERABILITY

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

XX. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
 2. Lobbying any governmental agency or official or making political contributions.
- CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to

1 Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal
 2 contracting and financial transactions).

3 3. Supplanting current funding for existing services.

4 4. Fundraising.

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

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

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

12 8. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

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

30 **XXI. STATUS OF CONTRACTOR**

31
 32 Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly
 33 responsible for the manner in which it performs the services required of it by the terms of this
 34 Agreement. Each party is entirely responsible for compensating staff and consultants employed by that
 35 party. This Agreement shall not be construed as creating the relationship of employer and employee, or
 36 principal and agent, between COUNTY and CONTRACTOR or any of either party's employees, agents,
 37 consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its

employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

#

XXII. TERM

The term of this Agreement shall commence and terminate as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

XXIII. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

~~4~~ 3. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with ~~their~~ client's best interests.

~~5~~ 4. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

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

XXIV. THIRD PARTY BENEFICIARY

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

XXV. WAIVER OF DEFAULT OR BREACH

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

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL CORPORATION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA IRVINE

Date

Date

SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY

BY: _____

DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____

DATED: _____

~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

DATED: _____

~~DARLENE J. BLOOM~~

~~Clerk of the Board of Supervisors~~

~~Orange County, California~~

HEALTH CARE AGENCY

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

BY: _____

DATED: _____

DEPUTY

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

EXHIBIT A
TO AGREEMENT WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
A CONSTITUTIONAL CORPORATION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA IRVINE
SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY
JULY 1, ~~2009~~2012 THROUGH JUNE 30, ~~2012~~2015

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

G. Data Collection System means software designed for collection, tracking and reporting outcomes data for clients enrolled in the FSP Programs.

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

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

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

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

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

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

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

J. CAT means a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four (24) hours per

day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health services.

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

L. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under this Agreement, who experiences chronic mental illness.

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

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

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

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

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

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

S. FSP

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

a. Crisis management;

b. Housing Services;

c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;

d. Community-based Wraparound Recovery Services;

e. Vocational and Educational services;

f. Job Coaching/Developing;

g. Consumer employment;

h. Money management/Representative Payee support;

i. Flexible Fund account for immediate needs;

j. Transportation;

k. Illness education and self-management;

l. Medication Support;

m. Dual Diagnosis Services;

n. Linkage to financial benefits/entitlements;

o. Family and Peer Support; and

p. Supportive socialization and meaningful community roles.

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

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

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

U. Individual Services and Support Funds - Flexible Funds means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support client's mental health treatment activities.

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

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

X. IRIS means a collection of applications and databases that includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

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

Z. MFT means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

AA. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria and intervention related criteria.

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

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

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

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

3. Co-Occurring see DD Integrated Treatment Model.

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

5. DD Integrated Treatment Model means that the program uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse

research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

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

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

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

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

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

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

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

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

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

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

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

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

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

AM. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits that are given to BHS & MIHS clients that qualify for medication benefits.

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

AO. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.

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

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

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

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

17 AT. Psychiatrist means an individual who meets the minimum professional and licensure
18 requirements set forth in CCR, Title 9, Section 623.

19 AU. Psychologist means an individual who meets the minimum professional and licensure
20 requirements set forth in CCR, Title 9, Section 624.

21 AV. QIC means a committee that meets quarterly to review one percent (1%) of all "high-risk"
22 Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a
23 minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and
24 one (1) Physician who are not involved in the clinical care of the cases.

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

28 "1. Health: Overcoming or managing one's disease(s) as well as living in a physically and
29 emotionally healthy way;

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

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

34 4. Community: Relationships and social networks that provide support, friendship, love,
35 and hope."

36 //

37 //

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

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

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

BA. Token means the security device which allows an individual user to access IRIS.

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

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

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

II. PAYMENTS

A. COUNTY agrees to pay Physician stipends, throughout the term of the Agreement as specified in the Services Paragraph of this Exhibit A to the Agreement. COUNTY shall pay CONTRACTOR quarterly in arrears, upon receipt of a properly completed invoice, in the amount of \$40,700 for Psychiatry Residents, and \$15,760.75 for Child Fellows, for a total amount of \$225,843 for Period One, \$225,843 for Period Two, and \$225,843 for Period Three, provided, however, that the total of such payments shall not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions.

B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of the month. Invoices received after the due date may not be paid within the same month. Payments to

CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

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

III. SERVICES

A. FACILITIES - CONTRACTOR shall provide highly specialized medical and psychiatric services at clinic locations and Community Mental Health Programs specified by COUNTY.

B. SERVICES

1. AMHS Psychiatry Residents

a. CONTRACTOR shall provide thirty-two (32) to thirty-four (34) DSH per week to adult clients of mental health services who are living with serious and persistent mental illnesses, and enrolled as clients in ADMINISTRATOR'S AMHS Outpatient clinics.

b. One (1) unit of direct service equals one (1) hour of Trainee PGY-4 time.

c. Direct service hours shall be divided among six (6) to eight (8) Trainees'; however, it is expected that services will be provided by one (1) Trainee at a clinic for one afternoon per week.

d. CONTRACTOR shall provide one (1) hour of clinical supervision per week, at CONTRACTOR's facility, for each Trainee providing services under the Agreement.

e. CONTRACTOR shall perform medical and psychiatric work for clients with mental health issues which shall include, but may not be limited to, the following:

1) Examination and diagnoses of clients;

2) Order and administration of treatment for clients;

3) Prevention services.

f. Trainee shall demonstrate competence and develop knowledge in the care of clients treated within a community mental health environment.

2. CYS Child Fellows

a. CONTRACTOR shall provide twenty-four (24) DSH per week to consumers of mental health services who are enrolled as clients in ADMINISTRATOR'S CYS programs.

b. One (1) unit of direct service equals one (1) hour of Trainee PGY-5 time.

c. Direct service hours shall be divided among three (3) Trainees'.

d. CONTRACTOR shall provide two (2) hour of clinical supervision per week, at CONTRACTOR's facility, for each Trainee providing services under the Agreement.

e. CONTRACTOR shall perform medical and psychiatric work for clients with mental health issues which shall include, but may not be limited to, the following:

1) Examination and diagnoses of clients;

2) Order and administration of treatment for clients;

3) Prevention services.

f. Trainee shall demonstrate competence and develop knowledge in the care of clients treated within a community mental health environment.

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

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

IV. ISSUE RESOLUTION

For resolution of issues between CONTRACTOR and COUNTY with respect to the implementation and operation of ~~this~~the Agreement or COUNTY's ~~policies and procedures~~P&P's regarding services described herein, the following sequential steps shall apply:

A. CONTRACTOR shall routinely utilize all informal communication processes and methods with ~~COUNTY program and administrative staff including~~ADMINISTRATOR, but not limited to, telephone contact, ~~facsimile machine (FAX),~~ written correspondence, and meetings, to resolve any issues or problems regarding the implementation and operation of ~~this~~the Agreement or COUNTY's ~~policies and procedures~~P&P's regarding services described herein.

B. If the parties are unable to resolve the issue, CONTRACTOR shall give written notice to ADMINISTRATOR setting forth in specific terms the existence and nature of any unresolved matter or concern related to the purposes and obligations of ~~this~~the Agreement. ADMINISTRATOR shall have fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) calendar days.

C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above to COUNTY's Director of ~~Mental~~Behavioral Health, or designee, for final resolution.

D. The rights and remedies provided by this paragraph are in addition to those provided by law to either party.

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

V. REPORTS

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

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

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

VI. RESPONSIBILITIES

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

B. COUNTY shall establish the educational goals of its graduate medical education programs in a manner consistent with the standards and requirements set forth by CONTRACTOR and the ~~Accreditation Council for Graduate Medical Education (ACGME)~~ ACGME for program accreditation.

~~B.C.~~ C. CONTRACTOR shall provide up to eight (8) ~~TRAINEE's, at the Post Graduate Year 4 Resident (Trainee's, PGY-4)~~ level, and three (3) ~~TRAINEE's~~ Trainee's, at the ~~Post Graduate Year 5 Resident (PGY-5)~~, to provide services under ~~this~~ the Agreement. Each ~~TRAINEE~~ Trainee shall be certified by the specialty board in the discipline of the CONTRACTOR's ~~PSYCHIATRY AND HUMAN BEHAVIOR~~ Psychiatry and Human Behavior program or should possess suitable equivalent qualifications as an instructor, clinician, and administrator, as determined by CONTRACTOR.

~~C.~~ D. CONTRACTOR shall designate a member of CONTRACTOR's faculty to arrange for supervision, provide coordination, oversight and direction of ~~TRAINEE's~~ Trainees educational activities and assignments while at COUNTY's facilities.

~~D. Cooperate~~ E. CONTRACTOR shall cooperate with COUNTY in coordinating and reviewing work schedules of ~~TRAINEES~~ Trainee's while at COUNTY facilities.

F. ~~E.~~ During the period in which ~~TRAINEE~~ Trainee is assigned to provide services at COUNTY facilities, as specified under ~~this~~ the Agreement, the ~~TRAINEE~~ Trainee shall be under the

direction and control of the CONTRACTOR. Commencing on the date of execution of ~~this~~ the Agreement, and ~~subject~~ pursuant to the ~~provision~~ Services Paragraph of ~~Section II. hereof~~ this Exhibit A to the Agreement, CONTRACTOR shall assign ~~TRAINEES~~ Trainee for rotation at COUNTY's facilities as described in ~~Section II.A. the Services Paragraph of this Exhibit A to the Agreement.~~

~~F. Assign~~ G. CONTRACTOR shall assign faculty members in sufficient numbers to provide supervision and management of ~~TRAINEES~~ Trainees. Supervisory faculty must qualify for, obtain and maintain a faculty appointment with CONTRACTOR in accordance with CONTRACTOR's academic review and appointment procedures.

~~G. Provide~~ H. CONTRACTOR shall provide the names of ~~TRAINEES~~ Trainees, their level of training, and their assignments to COUNTY sufficiently in advance to allow for convenient planning of duty schedules.

~~H. Develop~~ I. CONTRACTOR shall develop and implement a mechanism for determining evaluation of the performance of ~~TRAINEES~~ Trainees to include, where appropriate, input from COUNTY.

J. CONTRACTOR shall maintain ~~I. Maintain~~ records and reports concerning the education of ~~TRAINEES~~ Trainees, and of ~~TRAINEES'~~ Trainee's time spent in the activities referred to in ~~this~~ the Agreement, as may be required by CONTRACTOR, ACGME, and/or compliance with the regulations, guidelines, and policies of third party payors.

~~J. Require~~ K. CONTRACTOR shall require assigned ~~TRAINEES~~ Trainees to:

1. Comply with COUNTY's applicable rules and regulations, state and federal laws and regulations, the requirements of the ACGME, and the ethical standards of the ~~American Medical Association.~~ AMA

2. Participate, to the extent scheduled or otherwise requested by COUNTY and approved by CONTRACTOR, in activities and assignments that are of educational value and that are appropriate to the course and scope of CONTRACTOR's program, consistent with the requirements of the ACGME.

3. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by COUNTY. The medical record shall, at all times, remain the property of COUNTY.

~~L. CONTRACTOR shall provide~~ ~~K. Provide~~ COUNTY with a copy of CONTRACTOR's Corporate Compliance Program and Code of Conduct and assign a CONTRACTOR representative to work with COUNTY regarding any corporate compliance issues. All CONTRACTOR faculty and ~~TRAINEES~~ Trainees are expected to comply with the requirements of CONTRACTOR's Corporate Compliance Program.

M

~~III. COUNTY RESPONSIBILITIES~~

~~A.~~ COUNTY shall maintain adequate staff and facilities to meet the educational goals and objectives of the CONTRACTOR's program in a manner consistent with the standards and requirements

1 established by CONTRACTOR and ACGME.

2 ~~B.N.~~ COUNTY shall conduct formal quality assurance programs and review patient complications
3 and deaths as follows:

4 1. All ~~trainees~~ Trainees shall ~~attend~~ complete COUNTY's Compliance training and New
5 Provider training. To the degree possible and in conformance with State law, ~~TRAINEES~~ Trainees shall
6 participate in appropriate components of COUNTY's quality improvement and risk management
7 programs.

8 2. COUNTY shall have a medical records system that assures the availability of medical
9 records at all times, and documents the course of each patient's treatment and care. The medical records
10 system must be adequate to support the education of ~~TRAINEES~~ Trainees and quality assurance
11 activities.

12 ~~C. Designate~~ O. ADMINISTRATOR shall designate, after consultation with CONTRACTOR, a
13 person to coordinate ~~TRAINEES'~~ Trainees' duty schedules and activities while at COUNTY's facilities.

14 ~~—D. Protect~~ P. COUNTY shall protect the health and safety of ~~TRAINEES~~ Trainees on rotation at
15 COUNTY's facilities.

16 ~~—E. Comply~~ Q. COUNTY shall comply with all applicable laws, regulations, and ACGME
17 requirements. COUNTY shall notify CONTRACTOR within five (5) calendar days receipt of notice
18 that COUNTY is not in compliance with and such laws, regulations, or requirements.

19 R. COUNTY shall permit ~~—F. Permit~~ inspection of its clinical and related facilities by
20 individuals charged with the responsibility for accreditation of CONTRACTOR and/or its graduate
21 medical education programs.

22 ~~GS.~~ With respect to any professional services performed by ~~TRAINEES~~ Trainees under ~~this~~ the
23 Agreement, COUNTY agrees to inform CONTRACTOR as follows:

24 1. Immediately upon initiation of an investigation of a ~~TRAINEE~~ Trainee or CONTRACTOR
25 faculty member or upon the occurrence of a substantive untoward event involving a ~~TRAINEE~~ Trainee
26 or CONTRACTOR faculty member.

27 2. With five (5) calendar days after receipt or service of a complaint, summons, or notice of a
28 claim naming or involving ~~TRAINEE~~ Trainee or CONTRACTOR faculty member.

29 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a
30 CONTRACTOR faculty member or ~~TRAINEE~~ Trainee has been named or in which a settlement is being
31 proposed on their behalf.

32 4. Prior to making a report to the National Data Bank or the Medical Board of California in
33 which a CONTRACTOR faculty member or ~~TRAINEE~~ Trainee is named.

34 ~~H. Cooperate with~~ T. CONTRACTOR shall cooperate and assist ~~—CONTRACTOR~~ in
35 investigating facts which may serve as a basis for taking any disciplinary or academic action against a
36 ~~TRAINEE~~ Trainee or CONTRACTOR faculty member. CONTRACTOR may, but need not, consult
37 with COUNTY concerning any proposed disciplinary action. COUNTY agrees to abide by

CONTRACTOR's recommended disciplinary action against ~~TRAINEE(S)~~ Trainee(s) or CONTRACTOR faculty member. Notwithstanding the foregoing, COUNTY shall have the right, for good cause and after consultation with CONTRACTOR, to prohibit further attendance, by ~~TRAINEE~~ Trainee, at COUNTY facilities where services are performed under this Agreement; provided, however, that COUNTY will not take any action against ~~TRAINEES~~ Trainee in an arbitrary or capricious manner. Upon such termination, CONTRACTOR will use its best efforts to replace the terminated ~~TRAINEE~~ Trainee with another ~~TRAINEE~~ Trainee as soon as possible.

U. COUNTY shall provide CONTRACTOR with a copy of COUNTY's corporate compliance program or any such plan or program that describes COUNTY's plan for ensuring ethical and legal compliance with all State and Federal laws. COUNTY shall not require any CONTRACTOR faculty or ~~TRAINEE~~ Trainee to conduct his/her professional behavior in a manner that would contradict the requirements of CONTRACTOR's Corporate Compliance Program.

V

~~IV. PAYMENTS~~

~~A. COUNTY agrees to fund Physician stipends, throughout the term of this Agreement for services provided as specified in the Services paragraph of this Exhibit A to the Agreement. COUNTY shall pay CONTRACTOR quarterly in arrears, upon receipt of a properly completed invoice, in the amount of \$20,350 for Psychiatry Residents, and \$15,760.75 for Child Fellows, for a total amount of \$144,443 for Period One, \$144,443 for Period Two, and \$144,443 for Period Three, provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation as specified on Page 3 of this Agreement.~~

~~B. CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Billings are due by the tenth (10th) business day following the end of each quarter, and payments to CONTRACTOR should be released by COUNTY no later than twenty one (21) calendar days after receipt of the properly completed invoice form.~~

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

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

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

~~V. SERVICES~~

~~A. FACILITIES CONTRACTOR shall provide highly specialized medical and psychiatric~~

~~services at clinic locations and Community Mental Health Programs specified by COUNTY.~~

~~**B. SERVICES**~~

~~1. Adult Mental Health Services (AMHS) Consumers (Psychiatry Residents)~~

~~a. CONTRACTOR shall provide 32-34 direct service hours per week to adult consumers of mental health services who are living with serious and persistent mental illnesses, and enrolled as clients in COUNTY AMHS Outpatient Services clinics.~~

~~b. One (1) unit of direct service equals one (1) hour of TRAINEE (PGY 4 Resident) time.~~

~~c. Direct service hours shall be divided among six (6) to eight (8) TRAINEE's; however, it is expected that services will be provided by one (1) TRAINEE at a clinic for one afternoon per week.~~

~~d. CONTRACTOR shall provide one (1) hour of clinical supervision per week, at CONTRACTOR's facility, for each TRAINEE providing services under this Agreement.~~

~~e. CONTRACTOR shall perform medical and psychiatric work for clients with mental health issues which shall include, but may not be limited to, the following:~~

~~1) Examination and diagnoses of patients;~~

~~2) Order and administration of treatment for patients;~~

~~3) Prevention services.~~

~~f. TRAINEE shall demonstrate competence and develop knowledge in the care of patients treated within a community mental health environment.~~

~~2. Children and Youth Services (CYS) Consumers (Child Fellows)~~

~~a. CONTRACTOR shall provide 24 direct service hours per week to consumers of mental health services who are enrolled as clients in COUNTY CYS programs.~~

~~b. One (1) unit of direct service equals one (1) hour of TRAINEE (PGY 5 Child fellow) time.~~

~~c. Direct service hours shall be divided among three (3) TRAINEE's.~~

~~d. CONTRACTOR shall provide two (2) hour of clinical supervision per week, at CONTRACTOR's facility, for each TRAINEE providing services under this Agreement.~~

~~e. CONTRACTOR shall perform medical and psychiatric work for clients with mental health issues which shall include, but may not be limited to, the following:~~

~~1) Examination and diagnoses of patients;~~

~~2) Order and administration of treatment for patients;~~

~~3) Prevention services.~~

~~f. TRAINEE shall demonstrate competence and develop knowledge in the care of patients treated within a community mental health environment.~~

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

institution, or religious belief.

~~— D. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff that can provide services to the multicultural diverse population served under this Agreement. CONTRACTOR shall provide services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Multicultural diversity includes ethnicity, age, sexual orientation, gender, and persons who are physically challenged. CONTRACTOR shall document its efforts to provide services in a culturally competent manner. Documentation may include, but not be limited to, the following: records in personnel files attesting to efforts made in recruitment and hiring practices, and participation in COUNTY sponsored and other cultural competency training; the availability of literature in multiple languages/formats as appropriate; and identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.~~

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

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VI. REPORTS

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

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

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