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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2013~~2015 through June 30, ~~2015~~2018

Period One means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

Period Two means the period from July 1, ~~2014~~2016 through June 30, ~~2015~~2017

Period Three means the period from July 1, 2017 through June 30, 2018

Maximum Obligation:

Period One Maximum Obligation: \$ ~~905~~1,205,243

Period Two Maximum Obligation: ~~905~~1,205,243

Period Three Maximum Obligation 1,205,243

TOTAL MAXIMUM OBLIGATION: \$~~1,810,486~~3,615,729

Basis for Reimbursement: Actual Cost

Payment Method: ~~Provisional Amount~~Monthly in Arrears

Contractor DUNS Number: 80-608-5077

Contractor Tax ID Number: 95-2036972

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Orange County Association for Mental Health
dba Mental Health Association of Orange County
822 Town and Country Road
Orange, CA 92868
Jeffrey A. Thrash, MFT, Chief Executive Officer
thrash@mhaoc.org

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I. ACRONYMS

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

1		
2		
3		
4	A. ARRA	American Recovery and Reinvestment Act
5	B. CCC	California Civil Code
6	C. CCR	California Code of Regulations
7	D. CEO	County Executive Office
8	E. CFDA	Catalog of Federal Domestic Assistance
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. COI	Certificate of Insurance
12	I. CSW	Clinical Social Worker
13	J. DHCS	Department of Health Care Services
14	K. DRS	Designated Record Set
15	L. DSM	Diagnostic and Statistical Manual
16	M. FTE	Full- Time Equivalent
17	N. GAAP	Generally Accepted Accounting Principles
18	O. HCA	Health Care Agency
19	P. HHS	Health and Human Services
20	Q. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
21		Law 104-191
22	R. HSC	California Health and Safety Code
23	S. IHF	Independent Housing Fund
24	T. IRIS	Integrated Records Information System
25	U. ISO	Insurance Services Office
26	V. LCSW	Licensed Clinical Social Worker
27	W. MFT	Marriage and Family Therapist
28	X. MHP	Mental Health Plan
29	Y. MHS	Mental Health Specialist
30	Z. MHSA	Mental Health Services Act
31	AA. OCR	Office for Civil Rights
32	AB. OMB	Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. P&P	Policies and Procedures
35	AE. PATH	Projects for Assistance in Transition from Homelessness
36	AF. PC	State of California Penal Code
37	AG. PHI	Protected Health Information

1	AH. PII	Personally Identifiable Information
2	AI. PRA	Public Record Act
3	AJ. PSC	Personal Services Coordinator
4	AK. RN	Registered Nurse
5	AL. SAMHSA	Substance Abuse & Mental Health Services Administration
6	AM. SSI	Supplemental Security Income
7	AN. SIR	Self-Insured Retention
8	AO. USC	United States Code
9	AP. VA	Veteran's Administration
10	AQ. WIC	State of California Welfare and Institutions Code

11

12 **II. ALTERATION OF TERMS**

13 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully
 14 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
 15 matter of this Agreement.

16 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
 17 this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees
 18 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
 19 been formally approved and executed by both parties.

20

21 **III. ASSIGNMENT OF DEBTS**

22 Unless this Agreement is followed without interruption by another Agreement between the parties
 23 hereto for the same services and substantially the same scope, at the termination of this Agreement,
 24 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
 25 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
 26 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
 27 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
 28 said persons, shall be immediately given to COUNTY.

29

30 **IV. COMPLIANCE**

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

33 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
 34 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General
 35 Compliance Trainings.

36 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
 37 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct

1 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
2 described in subparagraphs below.

3 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
4 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
5 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
6 Compliance Program and Code of Conduct.

7 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
8 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
9 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
10 Compliance Officer shall determine if ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and
11 Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet
12 said standards or shall be asked to acknowledge and agree to ~~the~~ HCA's Compliance Program and Code
13 of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all
14 required elements.

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

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

23 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
24 procedures and screen all Covered Individuals employed or retained to provide services related to this
25 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
26 Screening shall be conducted against the General Services Administration's Excluded Parties List
27 System or System for Award Management, the Health and Human Services/Office of Inspector General
28 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
29 List and/or any other list or system as identified by the ADMINISTRATOR.

30 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
31 provide health care items or services or who perform billing or coding functions on behalf of
32 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
33 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
34 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
35 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
36 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
37

1 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
2 procedures.

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

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

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

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

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

18 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
19 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
20 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
21 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
22 Ineligible Person.

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

29 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
30 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
31 Such individual or entity shall be immediately removed from participating in any activity associated
32 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
33 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall
34 promptly return any overpayments within forty-five (45) business days after the overpayment is verified
35 by the ADMINISTRATOR.

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

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

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

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

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

10 ~~D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

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

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

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

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

24 ~~5. CONTRACTOR shall promptly return any overpayments within forty five (45) business~~
25 ~~days after the overpayment is verified by the ADMINISTRATOR.~~

26
27 **V. CONFIDENTIALITY**

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

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

36 #

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

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

8 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
 9 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
 10 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
 11 confidentiality of any and all information and records which may be obtained in the course of providing
 12 such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations
 13 or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized
 14 agent, employees, consultants, subcontractors, volunteers and interns.

15 **VI. COST REPORT**

16 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period
 17 ~~Two~~ Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the
 18 period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the
 19 individual and/or consolidated Cost Report in accordance with all applicable federal, state and
 20 COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
 21 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
 22 and funding sources in accordance with such requirements and consistent with prudent business practice,
 23 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,
 24 and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR
 25 has multiple Agreements for mental health services that are administered by HCA, consolidation of the
 26 individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by
 27 ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later
 28 than five (5) business days following approval by ~~ADMINISTRATOR~~ ADMINISTRATOR of all
 29 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

33 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
 34 business day after the above specified due date that the accurate and complete Individual and/or
 35 consolidated ~~Cost Report~~ is not submitted. Imposition of the late penalty shall be at the sole discretion
 36

37 #

1 of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual
2 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

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

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

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

15 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
16 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
17 for final settlement to CONTRACTOR. for that period. CONTRACTOR shall document that costs are
18 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
19 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if
20 any.

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

31 D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
32 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than
33 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the
34 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of
35 payment, with the submission of the individual and/or consolidated Cost Report. If such reimbursement
36 is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual
37

1 and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount
2 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

7 F. All ~~individual and/or consolidated~~ Cost Reports shall contain the following attestation, which
8 may be typed directly on or attached to the Individual and/or consolidated Cost Report:

9 //

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

18
19 Signed _____
20 Name _____
21 Title _____
22 Date _____"

23
24 **VII. DEPARTMENT AND SUSPENSION CERTIFICATION**

25 **A. CONTRACTOR certifies that it and its principals:**

26 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
27 voluntarily excluded by any federal department or agency.

28 2. Have not within a three-year period preceding this Agreement been convicted of or had a
29 civil judgment rendered against them for commission of fraud or a criminal offense in connection with
30 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
31 under a public transaction; violation of federal or state antitrust statutes or commission of
32 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or
33 receiving stolen property.

34 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,
35 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
36 above.

1 4. Have not within a three-year period preceding this Agreement had one or more public
2 transactions (federal, state, or local) terminated for cause or default.

3 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
4 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
5 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
6 authorized by the State of California.

7 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
8 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions
9 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
10 accordance with 2 CFR Part 376.

11 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and
12 Coverage sections of the rules implementing 51 F.R. 6370.

13 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

14
15 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
16 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
17 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
18 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
19 Any attempted assignment or delegation in derogation of this paragraph shall be void.

20 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
21 prior written consent of COUNTY.

22 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
23 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
24 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
25 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
26 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
27 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

28 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
29 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
30 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
31 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
32 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
33 delegation in derogation of this subparagraph shall be void.

34 3. If CONTRACTOR is a governmental organization, any change to another structure,
35 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
36 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
37

1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
2 subparagraph shall be void.

3 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
4 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
5 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
6 the effective date of the assignment.

7 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
8 CONTRACTOR shall provide written notification within thirty (30) calendar days to
9 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
10 governing body of CONTRACTOR at one time.

11 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
12 means of subcontracts, provided such subcontracts are approved in advance, in writing by
13 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
14 under subcontract, and include any provisions that ADMINISTRATOR may require.

15 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
16 subcontract upon five (5) calendar ~~days~~days written notice to CONTRACTOR if the subcontract
17 subsequently fails to meet the requirements of this Agreement or any provisions that
18 ADMINISTRATOR has required.

19 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
20 pursuant to this Agreement.

21 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
22 amounts claimed for subcontracts not approved in accordance with this paragraph.

23 4. This provision shall not be applicable to service agreements usually and customarily entered
24 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
25 provided by consultants.

26 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

27 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
28 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
29 consultants performing work under this Agreement meet the citizenship or alien status
30 ~~requirement~~requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain,
31 from all employees, subcontractors, and consultants performing work hereunder, all verification and
32 other documentation of employment eligibility status required by federal or state statutes and regulations
33 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as
34 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
35 documentation for all covered employees, subcontractors, and consultants for the period prescribed by
36 the law.
37

X. EQUIPMENT

1
2 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
3 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
4 ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
5 Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
6 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
7 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
8 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
9 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
10 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
11 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
12 depreciated according to GAAP.

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

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

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

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

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

35 G. Unless this Agreement is followed without interruption by another agreement between the
36 parties for substantially the same type and scope of services, at the termination of this Agreement for **any**
37

1 ~~cause~~anycase, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid
2 through this Agreement.

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

6 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

12 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
13 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum
14 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the
15 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an
16 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
17 provide services, staffing, facilities or supplies.

18 **XII. INDEMNIFICATION AND INSURANCE**

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

29 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
30 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
31 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
32 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
33 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
34 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
35 conditions as set forth herein for CONTRACTOR.
36
37

~~C.~~ C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

~~D. If CONTRACTOR~~ upon review of CONTRACTOR's current audited financial report.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

~~E~~F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer ~~licensed to do business in the state of California (California Admitted Carrier) or have~~with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier ~~is not an admitted carrier in the state of California and~~ does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

~~F~~G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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

1	Employers' Liability Insurance	\$1,000,000 per occurrence
2		
3	Professional Liability Insurance	\$1,000,000 per claims made
4		or per occurrence <u>\$1,000,000</u>
5	<u>aggregate</u>	
6		
7	Sexual Misconduct Liability	\$1,000,000 per occurrence

9 **GH.** REQUIRED COVERAGE FORMS

10 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
11 substitute form providing liability coverage at least as broad.

12 2. The Business ~~Auto~~ Automobile Liability coverage shall be written on ISO form CA 00 01,
13 CA 00 05, CA ~~0012~~ 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

14 ~~H//~~

15 **I.** REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
16 following endorsements, which shall accompany the COI:

17 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
18 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
19 agents as Additional Insureds.

20 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
21 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
22 non-contributing.

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

26 **K.** The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
27 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
28 elected and appointed officials, officers, agents and employees.

29 ~~K. All insurance policies required by this Agreement~~ **L.** CONTRACTOR shall give notify
30 COUNTY in writing within thirty (30) ~~calendar~~ days ~~notice in the event of~~ any policy cancellation and
31 ten (10) ~~calendar~~ days ~~notice~~ for non-payment of premium. ~~This shall be evidenced by policy provisions~~
32 ~~or an endorsement separate from~~ and provide a copy of the cancellation notice to COUNTY. Failure to
33 provide written notice of cancellation may constitute a material breach of the COI Agreement, upon
34 which the COUNTY may suspend or terminate this Agreement.

35 **LM.** If CONTRACTOR's Professional Liability policy is a "claims made" policy,
36 CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following
37 completion of Agreement.

1 ~~M~~N. The Commercial General Liability policy shall contain a ~~“severability of interests”~~ clause
2 also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

3 ~~N~~O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
4 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
5 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
6 protect COUNTY.

7 ~~O~~P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
8 CONTRACTOR does not deposit copies of acceptable ~~COI's~~COIs and endorsements with COUNTY
9 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
10 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
11 remedies.

12 ~~P~~Q. The procuring of such required policy or policies of insurance shall not be construed to limit
13 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
14 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

15 ~~Q~~//

16 R. SUBMISSION OF INSURANCE DOCUMENTS

- 17 1. The COI and endorsements shall be provided to COUNTY as follows:
- 18 a. Prior to the start date of this Agreement.
- 19 b. No later than the expiration date for each policy.
- 20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
21 changes to any of the insurance types as set forth in Subparagraph ~~F~~G. of this Agreement.
- 22 2. The COI and endorsements shall be provided to the COUNTY at the address as
23 ~~referenced~~specified in the Referenced Contract Provisions of this Agreement.
- 24 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
25 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
26 sole discretion to impose one or both of the following:
- 27 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
28 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
29 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
30 submitted to ADMINISTRATOR.
- 31 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
32 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
33 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
34 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- 35 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
36 CONTRACTOR's monthly invoice.
- 37

1 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 2 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
 3 ~~COI's~~COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance
 4 coverage.

6 **PARA XIII. INSPECTIONS AND AUDITS**

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

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

21 C. AUDIT RESPONSE

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

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

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

1 ~~E. CONTRACTOR shall employ~~ retain a licensed certified public accountant, who will prepare an
 2 annual Single Audit as required by ~~OMB-133~~ 31 USC 7501 – 7507, as well as its implementing
 3 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
 4 Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to
 5 ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

10 11 **XIV. LICENSES AND LAWS**

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

20 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 7 1. ARRA of 2009.
- 8 2. WIC, ~~Divisions 5, 6 and 9~~ Division 5, Community Mental Health Services.
- 9 3. ~~State of~~ WIC, Division 6, Admissions and Judicial Commitments.
- 10 4. WIC, Division 7, Mental Institutions.
- 11 5. HSC, §§1250 et seq., Health Facilities.
- 12 6. ~~PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to~~ §§11164-11174.3, Child Abuse and
13 Neglect Reporting Act.
- 14 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 15 8. CCR, Title 17, Public Health.
- 16 9. CCR, Title 17, and Title 22, Social Security.
- 17 10. CFR, Title 42, and, Public Health.
- 18 11. CFR, Title 45, Public Welfare.
- 19 12. USC Title 42, Public Health and Welfare.
- 20 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 21 14. 42 USC, Chapter 126, §12101; et seq., the Americans with Disabilities Act of 1990.
- 22 15. 42 USC, §114 and §§ 1857, et seq., the Clean Air Act.
- 23 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 24 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 25 18. Policies and procedures set forth in Mental Health Services Act.
- 26 19. Policies and procedures set forth in DHCS Letters.
- 27 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 28 ~~16. OMB Circulars A-87, A-89, A-110, A-122.~~
- 29
- 30 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
31 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
32 Federal Awards.

34 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

35 A. Any written information or literature, including educational or promotional materials,
36 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
37 to this Agreement must be approved at least thirty (30) days in advance and in writing by

1 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
2 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
3 and electronic media such as the Internet.

4 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
5 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
6 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

7 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
8 available social media sites) in support of the services described within this Agreement,
9 CONTRACTOR shall develop social media policies and procedures and have them available to
10 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
11 forms of social media used to either directly or indirectly support the services described within this
12 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
13 they pertain to any social media developed in support of the services described within this Agreement.
14 CONTRACTOR shall also include any required funding statement information on social media when
15 required by ADMINISTRATOR.

16 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by
17 COUNTY, unless ADMINISTRATOR consents thereto in writing.

18 **XVI. MAXIMUM OBLIGATION**

19 The Total Maximum ~~Obligations~~Obligation of COUNTY for services provided in accordance with
20 this Agreement, and the separate Maximum Obligations for ~~Period One and Period Two~~each period
21 under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement.
22

23 **XVII. NONDISCRIMINATION**

24 A. EMPLOYMENT

25 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
26 unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic~~
27 ~~group identification~~, race, ~~religion~~, ~~ancestry~~, ~~religious creed~~, color, ~~creed~~, ~~sex~~, ~~marital status~~, national
28 origin, ~~age (40 and over)~~, ~~sexual orientation~~, ~~medical condition~~, or ~~ancestry~~, physical or ~~disability~~, mental
29 disability, ~~medical condition~~, genetic information, marital status, sex, gender, gender identity, gender
30 ~~expression~~, ~~age~~, ~~sexual orientation~~, or ~~military and veteran status~~. Additionally, during the term of this
31 Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that
32 subcontractors shall not unlawfully discriminate against any employee or applicant for employment
33 because of his/her ~~ethnic group identification~~, race, ~~religion~~, ~~ancestry~~, ~~religious creed~~, color, ~~creed~~, ~~sex~~,
34 ~~marital status~~, national origin, ~~age (40 and over)~~, ~~sexual orientation~~, ~~medical condition~~, or ~~ancestry~~,
35 physical or ~~disability~~, mental disability, ~~medical condition~~, genetic information, marital status, sex,
36 ~~gender~~, ~~gender identity~~, ~~gender expression~~, ~~age~~, ~~sexual orientation~~, or ~~military and veteran status~~.

1 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
 2 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
 3 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
 4 for training, including apprenticeship.

5 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 6 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 7 the provision of benefits.

8 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
 9 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
 10 Commission setting forth the provisions of the Equal Opportunity clause.

11 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 12 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
 13 without regard to ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 14 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
 15 physical or disability, mental disability, medical condition, genetic information, marital status, sex,
 16 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such
 17 requirements shall be deemed fulfilled by use of the term EOE.

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

23 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 24 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 25 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 26 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
 27 physical or disability, mental disability, medical condition, genetic information, marital status, sex,
 28 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in
 29 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 30 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 31 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 32 Regulations; ~~and~~ Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
 33 seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
 34 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 35 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
 36 limited to the following based on one or more of the factors identified above:

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

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

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

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

8 5. Assignment of times or places for the provision of services.

9 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
10 through a written statement that ~~CONTRACTOR~~ CONTRACTOR's and/or subcontractor's clients may
11 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
12 subcontractor, and ADMINISTRATOR or COUNTY's ~~Patient's~~ Patient Rights Office.

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

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

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

22 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
23 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

24 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
25 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
26 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
27 USC 12101 et seq.) ~~as implemented in 29 CFR 1630~~, as applicable, pertaining to the prohibition of
28 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
29 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
30 with succeeding legislation.

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

1 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
 2 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
 3 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.
 4

5 **XVIII. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

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

25 //

26 **XIX. NOTIFICATION OF DEATH**

27 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
 28 CONTRACTOR shall immediately notify ADMINISTRATOR.

29 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
 30 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
 31 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

32 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
 33 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
 34 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for
 35 purposes of computing the time within which to give telephone notice and, notwithstanding the time
 36 limit herein specified, notice need only be given during normal business hours.

37 2. WRITTEN NOTIFICATION

1 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
2 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming
3 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

4 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
5 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
6 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
7 pursuant to this Agreement.

8 C. If there are any questions regarding the cause of death of any person served pursuant to this
9 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
10 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
11 Notification of Death Paragraph.

12 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

16 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
17 of any applicable public event or meeting. The notification must include the date, time, duration,
18 location and purpose of the public event or meeting. Any promotional materials or event related flyers
19 must be approved by ADMINISTRATOR prior to distribution.
20

21 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

22 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
23 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
24 accordance with this Agreement and all applicable requirements.

25 ~~— B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
26 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
27 violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to
28 the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of
29 federal or state regulations and/or COUNTY policies.~~

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

33 ~~— D. B.~~ B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
34 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.
35
36
37

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

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

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

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

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

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

16 ~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or~~
17 ~~site visit.~~

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

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

21 ~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and~~
22 ~~security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus~~
23 ~~email or fax upon the discovery of a Breach of unsecured PHI and/or PII.~~

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

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

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

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

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

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

6 #
 7 ~~O.~~ H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising
 8 out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide
 9 ADMINISTRATOR all information that is requested by the PRA request.

11 **XXII. RESEARCH AND PUBLICATION**

12 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
 13 or developed, as a result of this Agreement for the purpose of personal or professional research, or for
 14 publication.

16 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

17 A. ~~In accordance with the United States Immigration Reform and Control Act of 1986,~~
 18 ~~CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this~~
 19 ~~Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the~~
 20 ~~United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any~~
 21 ~~other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the~~
 22 ~~identity of their employees and their eligibility for employment in the United States.~~

23 ~~B.~~ Pursuant to the United States of America Fair Labor ~~Standard~~ Standards Act of 1938, as
 24 amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the
 25 greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide
 26 services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and
 27 verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of
 28 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
 29 Wage.

30 ~~C.~~ CONTRACTOR shall comply and verify that its contractors comply with all other federal and
 31 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
 32 pursuant to providing services pursuant to this Agreement.

33 ~~D.~~ Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
 34 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
 35 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
 36 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XXIV. 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.

#

XXV. 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. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

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

3 6. Providing inpatient hospital services or purchasing major medical equipment.

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

6 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
7 CONTRACTOR's clients.

8
9 **XXVI. STATUS OF CONTRACTOR**

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

21
22 **XXVII. TERM**

23 A. The term of this Agreement shall commence ~~and~~ as specified in the Referenced Contract
24 Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate
25 as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner
26 terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to
27 perform such duties as would normally extend beyond this term, including but not limited to, obligations
28 with respect to confidentiality, indemnification, audits, reporting and accounting.

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

31 //
32 //
33 //
34 //

35 **XXVIII. TERMINATION**

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

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

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

7 1. The loss by CONTRACTOR of legal capacity.
 8 2. Cessation of services.
 9 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 10 another entity without the prior written consent of COUNTY.

11 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 12 required pursuant to this Agreement.

13 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
 14 Agreement.

15 6. The continued incapacity of any physician or licensed person to perform duties required
 16 pursuant to this Agreement.

17 7. Unethical conduct or malpractice by any physician or licensed person providing services
 18 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
 19 removes such physician or licensed person from serving persons treated or assisted pursuant to this
 20 Agreement.

21 D. CONTINGENT FUNDING

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

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

25 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
 26 approved by the Board of Supervisors.

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

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

35 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
 36 above, CONTRACTOR shall do the following:
 37

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

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

5 3. Until the date of termination, continue to provide the same level of service required by this
6 Agreement.

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

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

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

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

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

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

24 **XXIX. THIRD PARTY BENEFICIARY**

25 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
26 including, but not limited to, any subcontractors or any clients provided services pursuant to this
27 Agreement.
28

29 **XXX. WAIVER OF DEFAULT OR BREACH**

30 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
31 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
32 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
33 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
34 Agreement.
35

36 #

37 #

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

3 **XXXI.**

4 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH
5 ASSOCIATION OF ORANGE COUNTY

6
7
8 BY: _____ DATED: _____

9
10 TITLE: _____

11
12 **[[BY: _____ DATED: _____**

13
14 **TITLE: _____**

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

28
29
30 BY: _____ DATED: _____

31 DEPUTY

32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF MULTI-SERVICE CENTER SERVICES FOR
 HOMELESS MENTALLY ILL ADULTS
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 JULY 1, ~~2013~~2015 THROUGH JUNE 30, ~~2015~~2018

I. COMMON TERMS AND DEFINITIONS

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

A. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents.

B. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Client applications and appeals for state and federal benefits.

C. Care Plan 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.

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

E. 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.

F. 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.

G. 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.

H. 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

1 #

2 individual is also

3 responsible for assisting Clients with applications to low income housing, housing subsidies, senior
4 housing, etc.5 I. Intake means the initial meeting between a Client and CONTRACTOR and includes an
6 evaluation to determine if the Client meets program criteria and is willing to seek services.7 J. Intern means an individual enrolled in an accredited graduate program accumulating
8 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
9 Acceptable graduate programs include all programs that assist the student in meeting the educational
10 requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.11 K. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
12 employment opportunities for the Clients and matching the job to the Client's strengths, abilities,
13 desires, and goals. This position will also integrate knowledge about career development and job
14 preparation to ensure successful job retention and satisfaction of both employer and employee.15 L. MFT means an individual who meets the minimum professional and licensure requirements
16 set forth in CCR, Title 9, Section 625.17 M. Medical Necessity means the requirements as defined in the ADMINISTRATOR's MHP
18 Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
19 impairment criteria and intervention related criteria.20 N. Mental Health Services means interventions designed to provide the maximum reduction of
21 mental disability and restoration or maintenance of functioning consistent with the requirements for
22 learning, development and enhanced self-sufficiency. Services shall include:23 1. Assessment means a service activity, which may include a clinical analysis of the
24 history and current status of a Client's mental, emotional, or behavioral disorder, relevant cultural issues
25 and history, diagnosis and the use of testing procedures.26 2. Collateral means a significant support person in a Client's life and is used to define
27 services provided to them with the intent of improving or maintaining the mental health status of the
28 Client. The beneficiary may or may not be present for this service activity.29 3. Co-Occurring see Dual Diagnosis Integrated Treatment Model.30 4. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
31 behalf of a Client for a condition which requires more timely response than a regularly scheduled visit.
32 Service activities may include, but are not limited to, Assessment, Collateral and therapy.33 5. Dual Diagnosis Integrated Treatment Model means that the program uses a stage-wise
34 treatment model that is non-confrontational, follows behavioral principles, considers interactions
35 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
36 and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring
37 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.

1 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
2 setting at the same time.

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

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

14 8. Therapy means a service activity which is a therapeutic intervention that focuses
15 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
16 delivered to an individual or group of Clients which may include family therapy in which the Client is
17 present.

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

20 P. Outreach means the outreach to potential Clients to link them to appropriate mental health
21 services and may include activities that involve educating the community about the services offered and
22 requirements for participation in the programs. Such activities should result in the CONTRACTOR
23 developing their own Client referral sources for the programs they offer.

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

33 R. Recovery means a process of change through which individuals improve their health and
34 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
35 dimensions to support Recovery in life:

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

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which are set forth for informational purposes only.

A.	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COST</u>	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
Salaries	\$ 37,832	\$ 37,832	\$ 37,832	\$ 113,496
Benefits	6,810	6,810	6,810	20,430
Services and Supplies	0	0	0	0
Indirect Costs	28,892	28,892	28,892	86,676
<u>SUBTOTAL ADMINISTRATIVE COST</u>	<u>\$ 73,534</u>	<u>\$ 73,534</u>	<u>\$ 73,534</u>	<u>\$ 220,602</u>
<u>PROGRAM COST</u>				
Salaries	\$ 585,351	\$ 585,351	\$ 585,351	\$1,756,053
Benefits	132,895	132,895	132,895	398,685
Services and Supplies	380,675	380,675	380,675	1,142,025
Independent Housing Fund	32,788	32,788	32,788	98,364
<u>SUBTOTAL PROGRAM COST</u>	<u>\$1,131,709</u>	<u>\$1,131,709</u>	<u>\$1,131,709</u>	<u>\$3,395,127</u>
<u>TOTAL COST</u>	<u>\$1,205,243</u>	<u>\$1,205,243</u>	<u>\$1,205,243</u>	<u>\$3,615,729</u>
<u>REVENUE</u>				
PATH	\$ 556,652	\$ 556,652	\$ 556,652	\$1,669,956
SAMHSA	103,733	103,733	103,733	103,733
COUNTY Discretionary	544,858	544,858	544,858	1,634,547
<u>TOTAL REVENUE</u>	<u>\$1,205,243</u>	<u>\$1,205,243</u>	<u>\$1,205,243</u>	<u>\$3,615,729</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$1,205,243</u>	<u>\$1,205,243</u>	<u>\$1,205,243</u>	<u>\$3,615,729</u>

	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COST</u>	<u>ONE</u>	<u>TWO</u>	
Salaries	\$ 38,220	\$ 38,220	\$ 76,440
Benefits	7,568	7,568	15,136
Services and Supplies	21,180	21,180	42,360

1	SUBTOTAL ADMINISTRATIVE COST	\$ 66,968	\$ 66,968	\$ 133,936
2				
3	PROGRAM COST			
4	— Salaries	\$417,444	\$417,444	\$ 834,888
5	— Benefits	82,654	82,654	165,308
6	— Services and Supplies	<u>338,177</u>	<u>338,177</u>	<u>676,354</u>
7	SUBTOTAL PROGRAM COST	\$838,275	\$838,275	\$1,676,550
8				
9	TOTAL COST	\$905,243	\$905,243	\$1,810,486
10				
11	REVENUE			
12	— PATH	\$556,652	\$556,652	\$1,113,304
13	— SAMHSA	103,733	103,733	207,466
14	— COUNTY Discretionary	<u>244,858</u>	<u>244,858</u>	<u>489,716</u>
15	TOTAL REVENUE	\$905,243	\$905,243	\$1,810,486
16				
17	TOTAL MAXIMUM OBLIGATION	\$905,243	\$905,243	\$1,810,486

20 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
21 between budgeted line items, for the purpose of meeting specific program needs or for providing
22 continuity of care to its Clients, by utilizing a Budget/Staffing Modification Request form provided by
23 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
24 Request to ADMINISTRATOR for consideration, in advance, which will include a justification
25 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining
26 annual impact of the shift as may be applicable to the current contract period and/or future contract
27 periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s)
28 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to
29 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification
30 Request(s) may result in disallowance of those costs.

31 C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
32 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
33 of service for which payment is claimed. Any apportionment of or distribution of costs, including
34 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
35 be made in accordance with GAAP, and Medicare regulations. The Client eligibility determination and
36 fee charged to and collected from Clients, together with a record of all billings rendered and revenues
37

1 received from any source, on behalf of Clients treated pursuant to the Agreement, must be reflected in
2 CONTRACTOR's financial records.

3 D. CFDA INFORMATION

4 1. The Agreement includes federal funds paid to CONTRACTOR. The CFDA numbers and
5 associated information for federal funds paid through the Agreement are specified below:

6
7 a. CFDA Year: 2013
8 CFDA No.: 93.150
9 Program Title: Projects for Assistance in Transition from Homelessness (PATH)
10 Federal Agency: Department of HHS
11 Award Name: Substance Abuse and Mental Health Services

12
13 b. CFDA Year: 2013
14 CFDA No.: 93.958
15 Program Title: Substance Abuse & Mental Health Services Administration
16 (SAMHSA)
17 Federal Agency: Department of HHS
18 Award Name: Substance Abuse and Mental Health Services

19
20 2. CONTRACTOR may be required to have an audit conducted in accordance with the
21 Federal OMB Circular A-133. CONTRACTOR shall be responsible for complying with any federal
22 audit requirements within the reporting period specified by OMB Circular A-133.

23 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify
24 CONTRACTOR in writing of said revisions.

25 //

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

28 #

29 #

30 III. PAYMENTS

31 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of ~~\$75~~
32 ~~\$100,437~~ per month for Period One, Period Two and Period ~~Two~~Three. All payments are interim
33 payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the
34 Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services;
35 hereunder provided, however, the total of such payments does not exceed the Maximum Obligation as
36 specified in the Referenced Contract provisions of the Agreement and, provided further,
37 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations.

1 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
2 provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

32 **IV. SERVICES**

33
34 A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements
35 for the provision of a Multi-Service Center for Homeless Mentally Ill Adults, for exclusive use by
36 COUNTY at the following location, or any other location approved, in advance, in writing, by
37 ADMINISTRATOR:

2416 South Main Street
Santa Ana, CA 92707

B. The facility shall:

1. Be sufficient to accommodate ~~at least eighty five (85) persons~~ Clients at any one time, and an average of ~~seventy five (75) persons~~ one hundred (100) Clients per day.

2. Be clean and maintained in a manner appropriate for the contracted services being provided.

3. Include a dayroom; an area for food preparation; space which can be used for groups, classes, or pre-vocational activities; and space to support the ~~service programs~~ services specified within the Agreement.

4. Include separate, private showers, and changing areas for men and women, toiletries, and laundry facilities.

5. Have separate restrooms for men and women that are accessible to persons with disabilities.

6. Have accessible parking for homeless adults with mental illness, including spaces for persons with disabilities.

7. Be situated in a location that is readily accessible by public transportation and accessible to people with disabilities.

8. ~~Be open for ten (10) hours a day, seven days a week.~~ The hours of operation shall be from 6:00 a.m. until ~~4:00~~ 3:30 p.m., ~~Monday through Sunday~~ seven days a week; however, CONTRACTOR shall modify these hours of operation in order to meet the needs of homeless adults with mental illness with approval from ADMINISTRATOR.

9. Provide daily supervised access to telephone and internet usage ~~up to two (2) hours per day, per person, for each Client in the program, as necessary.~~ in an effort to contact and/or assist homeless adults with mental illness in reuniting with family members, job search, research educational activities, and search for permanent housing opportunities.

10. Provide a quiet rest area, separate for men and women, who have been awake outdoors through the night.

11. Provide a secure, locked storage area located in an area other than the main area for homeless Clients to keep their possessions during the time they are in the facility, or if they need to leave for short periods of time.

C. INDIVIDUALS TO BE SERVED – Homeless Mentally Ill Adults living in COUNTY, age eighteen (18) and over, who ~~often~~ may also have a co-occurring substance abuse ~~problem~~ disorder.

Referrals will come from a number of sources, including but not limited to, the following:

1. COUNTY contracted shelter bed providers;
2. Community and program outreach workers;
3. Community social service type agencies; and

1 4. Consumer referrals.

2 D. PROGRAM SERVICES

3 1. Outreach Services - CONTRACTOR shall provide outreach services to homeless persons in
4 COUNTY who have a mental health ~~problem, including those who~~ disorder, and may also have a
5 ~~concurrent~~ co-occurring substance abuse ~~problem~~ disorder and/or are Veterans, who could benefit from
6 linkage to appropriate services.

7 2. Initial Interview – CONTRACTOR shall provide an initial interview within one week of
8 first contact to determine if an individual is eligible for services and to determine the individual's current
9 level of functioning and needs. ~~CONTRACTOR shall also make an Assessment to determine the~~
10 ~~presence of a mental disorder and the eligibility of the individual to receive services set forth in the~~
11 ~~Agreement.~~

12 3. Assessment – CONTRACTOR shall make an Assessment ~~of~~ to determine the presence of a
13 mental disorder and the eligibility of an individual to receive services set forth in the Agreement, and
14 shall examine each Client's strengths, weaknesses, and resource needs to establish an Individual Service
15 Plan- (ISP). The ~~individual service plan~~ ISP records the Assessment of each Client's level of
16 psychosocial impairment, substance abuse and physical health problems, support network availability,
17 adequacy of living arrangements, financial status, and employment status including employment
18 potential and training needs. Each ~~individual service plan~~ ISP shall be reviewed and updated quarterly,
19 at a minimum.

20 4. Showers, Clothing, Laundry – CONTRACTOR shall provide showers, changing areas, a
21 change of clothes, and access to a washer and dryer to homeless mentally ill Clients who have a need
22 for them.

23 5. Lunch – CONTRACTOR shall provide nutritionally balanced hot lunches each day.
24 Lunches shall contain at least one (1) serving of each of the following four (4) basic food groups:

- 25 a. Meat, fish, poultry, or protein substitute;
- 26 b. Grain;
- 27 c. Fruits and vegetables; and
- 28 d. Dairy.

29 6. Breakfast – CONTRACTOR shall provide continental breakfast each morning. Breakfast
30 shall offer a variety of items that may include, but are not limited to, fruit, breakfast pastry, yogurt,
31 cereal, and other appropriate breakfast fare.

32 //

33 7. Snacks – CONTRACTOR shall make snacks and fruit juices or coffee available to Clients
34 twice each day.

35 #

36

37

1 8. Mailing Address – CONTRACTOR shall establish a mailing address for persons that need
 2 an address in order to receive SSI or other benefits. CONTRACTOR shall be responsible for developing
 3 a system to protect and distribute the mail that is received at this address.

4 9. Peer Counseling – Volunteers may be trained by professionals to counsel Clients in a self-
 5 help approach to mental health to encourage Clients to increase their readiness for treatment. The
 6 volunteers' training, combined with similar life experiences, will enable counselors to help Clients deal
 7 with a range of common concerns.

8 10. Referrals – CONTRACTOR shall provide assistance to Clients in obtaining and
 9 coordinating social and maintenance services including daily living activities, transportation services,
 10 habilitation and rehabilitation services, housing services, pre-vocational and vocational services,
 11 educational services, medical services, veteran's services and income support services.

12 11. Support for Short Term Housing – CONTRACTOR shall provide support for COUNTY's
 13 Short Term Housing (Shelter Bed) Program by:

14 a. Providing space at the Multi-Service Center facility for COUNTY staff to provide Short
 15 Term Housing coordination services.

16 b. Keeping COUNTY apprised of issues and/or concerns related to COUNTY contracted
 17 Short Term Housing facilities.

18 12. Transportation – CONTRACTOR shall provide transportation for Clients to and from
 19 emergency Short Term Housing, General Relief and SSI offices, non-emergency medical and mental
 20 health services, and other service providers as necessary. CONTRACTOR shall provide transportation
 21 services to and from COUNTY contracted Short Term Housing (Shelter Bed) facilities to South County
 22 Clients on an as needed basis.

23 13. Independent Housing Fund (IHF) Program Services

24 a. CONTRACTOR shall provide supportive services to ADMINISTRATOR.
 25 CONTRACTOR shall be responsible for:

- 26 1) Managing funds allocated by COUNTY for IHF;
- 27 2) Preparing checks as requested by ADMINISTRATOR;
- 28 3) Notifying ADMINISTRATOR when checks are ready for disbursement;
- 29 4) Maintaining records of IHF expenditures;
- 30 5) Providing reports on IHF account activity monthly or as requested;
- 31 6) Reporting any returned checks to ADMINISTRATOR immediately upon receipt;

32 and

33 7) Meeting monthly to reconcile CONTRACTOR records with ADMINISTRATOR
 34 records.

35 //

36 b. ~~The~~ ADMINISTRATOR will ~~remain~~be responsible for screening of applicants,
 37 selecting applicants, and coordinating the IHF Program.

1 14. Vocational and Pre-Vocational Services

2 a. CONTRACTOR shall offer work adjustment and vocational services for those Clients
3 able to work, including job referrals for day labor, part-time, full-time, and permanent employment.

4 b. CONTRACTOR shall offer pre-vocational programs designed for lower functioning
5 Clients, including cleaning duties, sorting clothes, food preparation and serving, bagging food, and
6 maintaining shower and laundry schedules.

7 c. CONTRACTOR shall develop and utilize a job activity board. The board will be
8 updated with ~~Clients~~ Clients' assigned jobs on a daily basis.

9 15. Linkage to ~~Mental Behavioral Health and Alcohol and Drug Abuse~~ Services

10 a. CONTRACTOR shall provide outreach services to homeless persons in COUNTY who
11 have ~~a~~-mental health and/or substance abuse ~~problems~~ disorders and require linkage to appropriate
12 services.

13 b. CONTRACTOR shall develop linkages with COUNTY ~~Alcohol and Drug~~
14 ~~Abuse~~ Behavioral Health Services, ~~to~~ recovery homes, and other substance abuse providers in the
15 community.

16 c. CONTRACTOR shall meet regularly with the ADMINISTRATOR to review
17 established linkage procedures to all available services.

18 16. Housing Services – CONTRACTOR shall provide housing services to assist homeless
19 mentally ill adults, including those at risk of becoming homeless, in evaluating, locating, and
20 maintaining, safe permanent housing in the community. CONTRACTOR shall:

21 a. Coordinate housing services with ADMINISTRATOR's ~~Care~~ Plan Coordinators;

22 b. Develop, maintain, and post a list of housing resources for Clients from information
23 that is available to the public; and

24 c. Provide support services to maintain independent living for Clients who have secured
25 housing.

26 17. CONTRACTOR shall collaborate with existing COUNTY contracted programs and/or
27 services, to create a "mall" of various provider "shops" which shall be co-located on site using available
28 space that is located away from the main center. In the event providers other than the CONTRACTOR
29 choose to co-locate at the mall, usage agreements between CONTRACTOR and other providers shall be
30 approved in advance, and in writing by ADMINISTRATOR. Mall services that shall be provided
31 include:

32 a. Outreach Services Shop - CONTRACTOR shall make space available for visiting or
33 collaborating outreach team representatives. CONTRACTOR shall also provide space for monthly
34 meetings. ~~Exact configuration and usage will need to be determined and approved in advance by the~~
35 ~~ADMINISTRATOR.~~

1 b. Benefits Assistance Shop - SSI outreach staff or direct Social Security Administration
 2 representation shall assist Clients with benefits assessment, problem-solving, and/or acquisition.
 3 Representative Payee staff shall also be included in this office when possible.

4 c. Alcohol and Drug Abuse Services Shop - Provide a meeting place for Alcohol and
 5 Drug Abuse Services or other ~~substance abuse~~ substances, to include room for private individual, group
 6 meetings, and 12 Step or similar group meetings.

7 d. Medical Services Shop - Either provided by ~~the~~ CONTRACTOR or through
 8 arrangements made with another provider this shop shall include initial Assessments of general medical
 9 status and ability to treat or refer to another facility as needed. ~~Possible providers could include any~~
 10 ~~facility willing to house staff affiliated with a Medi-Cal or other low cost medical provider.~~

11 e. Transportation Center Shop – Either provided by ~~the~~ CONTRACTOR or through
 12 arrangements made with another provider, assistance shall be provided with mapping and accessing
 13 public transportation for Clients. Bus passes will also be made available as part of this service.

14 f. Veteran's Services Shop – Provide offices for a veteran's outreach counselor and a
 15 veteran's liaison to provide assistance to veteran Clients to access transportation and linkage with the
 16 Veteran's Hospital Long Beach for medical, psychiatric, benefits, and other needed services.

17 g. Employment and Vocational Training Services Shop - Facilitate pre-employment and
 18 employment activities that may include, but are not limited to job preparedness groups and individual
 19 evaluation, assistance with locating employment, skills identification, resume writing, dressing for
 20 success, interviewing and follow-up techniques and practice, job search including attendance at job fairs,
 21 job coaching, and other activities focused on attaining and maintaining employment. Some or all
 22 vocational services may be provided onsite by ~~the~~ CONTRACTOR or another provider with appropriate
 23 qualifications. This shop will work in coordination with the onsite thrift shop or other businesses as a
 24 possible training site. Other providers and sites must be developed and approved in advance by the
 25 ADMINISTRATOR.

26 h. Educational Shop – ~~The~~ CONTRACTOR or another provider shall provide educational
 27 opportunities appropriate to this population such as stigma elimination, education on common mental
 28 illnesses, recovery principles, health and wellness classes, and assistance to continue formal or technical
 29 education. One (1) to two (2) opportunities shall be made available daily.

30 E. WORKLOAD STANDARDS

31 1. A unit of service shall be equal to one (1) Client day.

32 2. ~~The~~ CONTRACTOR shall provide approximately ~~27,375~~ twenty-nine thousand two hundred
 33 (29,200) units of service, which shall be achieved by serving a daily average of ~~seventy-five (75)~~ eighty
 34 (80) persons per day each day during the term of the Agreement.

35 F. PROGRAM GOALS

36 CONTRACTOR shall refer all eligible Clients to appropriate community resources, and shall track and
 37 monitor the following:

1 1. The total number of Clients who are referred to and linked to COUNTY Adult Behavioral
2 Health clinics, Mental Health Services Act (MHSA) Full Service Partnership programs, VA Mental
3 Health and health related services and other community based mental health and other resources.

4 2. The total number of both duplicated and unduplicated Clients served through the program,
5 including but not limited to: Outreach, Housing, Veteran's, and Pre-Vocational Services.

6 3. The total number of Veteran contacts, Veterans enrolled in the program, and Veteran's
7 linked to Veteran's Administrative services.

8 4. The total number of outreach contacts including both duplicated and unduplicated Clients.

9 5. The total number of Clients who have attained employment.

10 6. The total number of clients who have utilized showers and obtained clothing through the
11 program.

12 7. The total number of Clients who have utilized mail services.

13 8. The total number of clients both duplicated and unduplicated who have been transported to
14 shelter bed Wisteria House and to Laguna Beach Friendship Shelter.

15 9. The total number of bus passes provided to Clients.

16 10. The total number and type of trainings provided to program staff.

17 11. The total number and type of psychosocial groups provided.

18 12. The total number of interns/volunteers utilized in the program.

19 13. The type and dollar amount of donations accepted by the program.

20 14. The total number of Clients who used laundry services.

21 15. The total number of Clients who received breakfast, lunch, and morning and afternoon
22 snacks.

23 16. The total number of clients who received nursing consultations, assessments, basic nursing
24 care, referrals, and linkage to medical care services.

25 17. The total number of nursing activities related to health prevention outreach, and well-being
26 groups.

27 G. PERFORMANCE OUTCOMES – During the term of the Agreement, CONTRACTOR shall be
28 required to achieve performance ~~objectives~~ outcomes, and track performance outcome ~~objective~~ statistics
29 in monthly programmatic reports. ~~CONTRACTOR shall refer ninety five (95%) percent of eligible~~
30 Clients Performance Outcomes may include, but not be limited to ~~appropriate community resources;~~

31 1. CONTRACTOR shall link a minimum of one thousand two hundred (1,200) Clients to
32 other supportive service agencies for one time and ongoing assistance. Such services shall include, but
33 are not limited to; drug and alcohol services, medical and health related services, food, benefits and
34 entitlements, identification cards, bus passes, and legal services.

35 2. CONTRACTOR shall ~~contact~~ provide outreach to, and enroll a minimum of one hundred
36 twenty-five (125) veteran Clients and link a minimum of one hundred (100) veteran Clients to
37 ~~VA~~ Veteran's Affairs (VA) resources, including VA Mental Health services;

1 3. CONTRACTOR shall ~~track and monitor the number of Clients who are referred to~~
 2 ~~COUNTY Adult Mental Health clinics, MHSA Full Service Partnership programs, VA Mental Health~~
 3 ~~and health related services and other community based mental health and other resources;~~

4 ~~4. CONTRACTOR shall~~ link a minimum of eighty-five (85) unduplicated Clients to their
 5 initial meeting with COUNTY ~~Adult Mental~~ Behavioral Health clinics, MHSA Full Service Partnership
 6 programs and other community mental health resources;

7 ~~5//~~

8 4. CONTRACTOR shall refer two hundred (~~200~~ twenty (220)) Clients to the housing program
 9 and successfully link one hundred thirty-five (135) Clients to housing;

10 65. CONTRACTOR shall provide pre-vocational services to ~~three~~ one hundred ~~thirty-five~~
 11 ~~(335)~~ fifty (150) Clients and successfully assist thirty (30) Clients in attaining employment.

12 ~~G~~ 6. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a
 13 quarterly basis from the start date of this Agreement, to determine the effectiveness of services offered
 14 by the program, and make programming recommendations or modifications, as required, that ensure the
 15 services provided are meeting the needs of Clients, and also to ensure that Performance Outcomes are
 16 achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR
 17 on a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall
 18 status and achievement of Performance Outcomes established for this program.

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

22 I. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved
 23 by ADMINISTRATOR. The policy shall include, but not be limited to, a reporting procedure, staff
 24 training to address neighbor complaints, and a resolution process.

25 J. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
 26 Subparagraph C. of the Compliance Paragraph of the Agreement.

27 K. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
 28 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR's
 29 standard of care, P&P's, documentation standards and any state regulatory requirements.

30 L. CONTRACTOR shall update annually, and provide to ADMINISTRATOR, a copy of the room
 31 and board list compiled and maintained based upon Client experience and utilization.

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

1 N. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
 2 welfare of Clients, including but not limited to serious physical harm to self or others, serious
 3 destruction of property, and developments, which may raise liability issues with COUNTY, and shall
 4 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the
 5 quality or accessibility of Client related services provided under the Agreement, as set forth in the
 6 Notices Paragraph of the Agreement.

7 O. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
 8 ensure compliance with workload standards and productivity.

9 P. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

10 Q. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&P.

11 R. CONTRACTOR shall ensure that all chart documentation complies with COUNTY guidelines
 12 and standards. CONTRACTOR shall ensure that all chart documentation is completed within the
 13 appropriate timelines.

14 S. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but not
 15 limited to:

16 1. Monthly management meetings with ADMINISTRATOR to discuss contract performance
 17 issues including, but not limited to whether the program is or is not progressing satisfactorily in
 18 achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory
 19 progress, compliance with P&P, review of statistics and clinical services;

20 2. Staff training for individuals conducted by ADMINISTRATOR; and

21 3. Other staff training as requested by ADMINISTRATOR.

22 T. CONTRACTOR shall develop all requested and required program specific P&P, and provide to
 23 ADMINISTRATOR for review, input, and approval prior to training staff on said P&P and prior to
 24 accepting any Client admissions to the program.

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

27

28 V. STAFFING

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

36 B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
 37 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR

1 shall maintain documents of such efforts which may include; but not be limited to: records of
 2 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&P policies
 3 and procedures (P&P); copies of literature in multiple languages and formats, as appropriate; and
 4 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are
 5 physically challenged.

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

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

11 E. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
 12 Full-Time Equivalents (FTE) continuously throughout the term of the Agreement. One (1) FTE will be
 13 equal to an average of forty (40) hours work per week.

ADMINISTRATIVE	<u>FTE</u>
Chief Executive Officer	0.10
Director of Administrative Operations	0.10
Administrative Assistant	0.10
Accountant	0.10
Human Resource Manager	0.10
Chief Financial Officer	<u>0.10</u>
TOTAL ADMINISTRATIVE FTEs	0.60
PROGRAM	
Program Manager	1.00
<u>Program Assistant</u>	<u>1.00</u>
<u>Case Manager</u>	<u>2.00</u>
Assistant Coordinator	2.00
Counselor	4.30
<u>Counselor/Outreach Worker</u>	<u>1.00</u>
Dual Diagnosis Specialist	1.00
Veteran Liaison	1.00
Veteran Outreach Worker	1.00
Housing Specialist	1.00
Back to Work Specialist	1.00
Facility Manager	1.00
Assistant Manager Billing and Statistics	0.05
<u>Data Analyst</u>	<u>0.50</u>

1	<u>Registered Nurse</u>	<u>0.50</u>
2	TOTAL PROGRAM <u>FTEs</u>	13.05 <u>17.50</u>
3	TOTAL CONTRACT FTEs	13.65 <u>18.10</u>

6 F. CONTRACTOR may augment the above paid staff with volunteers upon written approval of
7 ADMINISTRATOR.

8 G. CONTRACTOR shall maintain personnel files for each staff member, including the
9 management and other administrative positions, both direct and indirect, which will include, but not be
10 limited to, an
11 application for employment, qualifications for the position, documentation of bicultural/bilingual
12 capabilities (if applicable), pay rate and evaluations justifying pay increases.

13 ~~H~~ H. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
14 ADMINISTRATOR and CONTRACTOR P&P related to the services provided under the Agreement.
15 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and
16 place it in their personnel files.

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

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

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

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

VI. REPORTS

1
2 A. CONTRACTOR shall maintain records and make statistical reports as required by
3 ADMINISTRATOR and the DHCS on forms provided by either agency.

4 B. FISCAL

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

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

20 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
21 These reports shall contain required information, and be on a form acceptable to, or provided by,
22 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days
23 following the end of the month being reported. CONTRACTOR must request in writing any extensions
24 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
25 total extension will not exceed more than five (5) calendar days.

26 D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to
27 ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR,
28 which will be submitted to ADMINISTRATOR no later than twenty (20) calendar days following the
29 end of the month/quarter being reported unless otherwise specified. Programmatic reports will include
30 the following:

- 31 1. The actual number of Clients served and meals provided, by day of week;
- 32 2. The actual number of unduplicated Clients linked to other supportive service agencies for
33 one time and/or ongoing assistance;
- 34 3. The actual number of veteran Clients contacted, enrolled, and linked to VA resources;
- 35 4. The actual number of Clients referred to and linked to COUNTY Adult Mental Health
36 clinics, MHSA Full Service Partnership programs, VA Mental Health and health related services, and
37 any other community based mental health resource;

1 5. The actual number of Clients provided with pre-vocational services and those Clients who
2 attained employment;

3 6. A description of the extent to which the Clients served pursuant to the Agreement utilize
4 clothing, shower and mail services;

5 7. Transportation services provided by the type and number of Clients served;

6 8. The actual number of Clients referred to housing services, receiving housing services, and a
7 description of services provided;

8 9. Training provided to staff; and

9 10. A description of CONTRACTOR's progress in implementing the provisions of the
10 Agreement, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications,
11 changes in population served and reasons for any such changes. CONTRACTOR shall state whether it
12 is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify
13 what steps will be taken to achieve satisfactory progress.

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

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

20 **VII. RESPONSIBILITIES**

21 ~~— A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
22 ADMINISITRATOR and CONTRACTOR P&P related to the services provided under the Agreement.
23 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and
24 place it in their personnel files.~~

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

27 ~~— C. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved
28 by ADMINISTRATOR. The policy shall include, but not be limited to, a reporting procedure, staff
29 training to address neighbor complaints, and a resolution process.~~

30 ~~— D. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
31 Subparagraph C. of the Compliance Paragraph of the Agreement.~~

32 ~~— E. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
33 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR's
34 standard of care, P&P, documentation standards and any state regulatory requirements.~~

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~~F. CONTRACTOR shall update annually, and provide to ADMINISTRATOR, a copy of the room and board list compiled and maintained based upon Client experience.~~

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

~~H. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, and developments, which may raise liability issues with COUNTY, and shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client related services provided under the Agreement, as set forth in the Notices Paragraph of the Agreement.~~

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

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

~~2. Maximize the use of the allocated funds;~~

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

~~4. Maintain appropriate staffing levels;~~

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

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

~~7. Track and report expenditures electronically;~~

~~8. Maintain electronic and telephone communication between key staff and the ADMINISTRATOR; and~~

~~9. Act quickly to identify and solve problems.~~

~~J. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.~~

~~K. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

~~L. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&P.~~

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

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~~N. CONTRACTOR shall ensure that all chart documentation complies with COUNTY guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~

~~O. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but not limited to:~~

~~1. Monthly management meetings with ADMINISTRATOR to discuss contract performance issues including, but not limited to whether the program is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P, review of statistics and clinical services;~~

~~2. Staff training for individuals conducted by ADMINISTRATOR; and~~

~~3. Other staff training as requested by ADMINISTRATOR.~~

~~P. CONTRACTOR shall develop all requested and required program specific P&P, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&P and prior to accepting any Client admissions to the program.~~

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

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