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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2013 through June 30, 2015

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

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

Maximum Obligation:

~~Period One Maximum Obligation: \$2,318,993~~

~~Period Two Maximum Obligation: \$2,318,993~~

~~TOTAL MAXIMUM OBLIGATION: \$4,637,986~~

Period One Maximum Obligation: \$2,318,993

Period Two Maximum Obligation: 2,818,993

TOTAL MAXIMUM OBLIGATION: \$5,137,986

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
Marshall Langfeld, Senior Vice President, Chief Financial Officer
mlangfeld@telecarecorp.com

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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:

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3		
4		
5	A. AA	Alcoholics Anonymous
6	B. ARRA	American Recovery and Reinvestment Act
7	C. ASL	American Sign Language
8	D. BBS	Board of Behavioral Sciences
9	E. CAT	Centralized Assessment Team
10	F. CCC	California Civil Code
11	G. CCR	California Code of Regulations
12	H. CEO	County Executive Office
13	I. CFR	Code of Federal Regulations
14	J. CHPP	COUNTY HIPAA Policies and Procedures
15	K. COI	Certificate of Insurance
16	L. CSW	Clinical Social Worker
17	M. DCR	Data Collection and Reporting
18	N. DD	Dual Disorders
19	O. DHCS	Department of Health Care Services
20	P. DRS	Designated Record Set
21	Q. DSH	Direct Service Hours
22	R. DSM	Diagnostic and Statistical Manual of Mental Disorders
23	S. EBP	Evidence-Based Practice
24	T. FSP	Full Service Partnership
25	U. FTE	Full Time Equivalent
26	V. GAAP	Generally Accepted Accounting Principles
27	W. HCA	Health Care Agency
28	X. HHS	Health and Human Services
29	Y. HIPAA	Health Insurance Portability and Accountability Act of 1996,
30		Public Law 104-191
31	Z. HSC	California Health and Safety Code
32	AA. IMD	Institution for Mental Disease
33	AB. IRIS	Integrated Records Information System
34	AC. ISO	Insurance Services Office
35	AD. KET	Key Events Tracking
36	AE. LCSW	Licensed Clinical Social Worker
37	AF. LPS	Lanterman-Petris Short

1	AG. MFT	Marriage and Family Therapist
2	AH. MHP	Mental Health Plan
3	AI. MHRC	Mental Health Rehabilitation Centers
4	AJ. MHS	Mental Health Specialist
5	AK. MHSA	Mental Health Services Act
6	AM. MORS	Milestones of Recovery Scale
7	AN. NA	Narcotics Anonymous
8	AO. NOA-A	Notice of Action
9	AP. NP	Nurse Practitioner
10	AQ. NPI	National Provider Identifier
11	AR. NPP	Notice of Privacy Practices
12	AS. OMB	Office of Management and Budget
13	AT. OPM	Federal Office of Personnel Management
14	AU. P&P	Policies and Procedures
15	AV. PA/PG	Orange County Public Administrator/Public Guardian
16	AW. PAF	Partnership Assessment Form
17	AX. PBM	Pharmaceutical Benefits Management
18	AY. PC	State of California Penal Code
19	AZ. PHI	Protected Health Information
20	BA. PII	Personally Identifiable Information
21	BB. PRA	Public Record Act
22	BC. PSC	Personal Services Coordinator
23	BD. SIR	Self-Insured Retention
24	BE. UMDAP	Universal Method of Determining Ability to Pay
25	BF. USC	United States Code
26	BG. WIC	State of California Welfare and Institutions Code
27	BH. XML	Extensible Markup Language

II. ALTERATION OF TERMS

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

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

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1 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
2 grounds for termination of this Agreement as to the non-complying party.

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

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

19 2. An Ineligible Person shall be any individual or entity who:
20 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
21 federal and state health care programs; or
22 b. has been convicted of a criminal offense related to the provision of health care items or
23 services and has not been reinstated in the federal and state health care programs after a period of
24 exclusion, suspension, debarment, or ineligibility.

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

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

34 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
35 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
36 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
37 //

1 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
2 Ineligible Person.

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

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

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

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

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

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

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

27 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

36 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
37 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes

1 | which accurately describes the services provided and must ensure compliance with all billing and
2 | documentation requirements.

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

5 | 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
6 | days after the overpayment is verified by the ADMINISTRATOR.

7 | **V. CONFIDENTIALITY**

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

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

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

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

23 | B. Prior to providing any services pursuant to this Agreement, all members of the Board of
24 | Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
25 | interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
26 | confidentiality of any and all information and records which may be obtained in the course of providing
27 | such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations
28 | or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized
29 | agent, employees, consultants, subcontractors, volunteers and interns.

30 | **VI. COST REPORT**

31 | A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
32 | portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they
33 | are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or
34 | consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements,
35 | GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct
36 |
37 |

1 and indirect costs to and between programs, cost centers, services, and funding sources in accordance
2 with such requirements and consistent with prudent business practice, which costs and allocations shall
3 be supported by source documentation maintained by CONTRACTOR, and available at any time to
4 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for
5 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a
6 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.
7 CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business
8 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a
9 consolidated Cost Report.

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

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

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

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

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

30 B. The individual and/or consolidated Cost Report shall be the final financial and statistical report
31 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
32 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
33 or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost
34 Report shall be the final financial record for subsequent audits, if any.

35 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
36 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
37 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to

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

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

13 3. If CONTRACTOR is a governmental organization, any change to another structure,
14 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
15 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
16 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
17 subparagraph shall be void.

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

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

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

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

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

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

37 //

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

1
2 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
3 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
4 consultants performing work under this Agreement meet the citizenship or alien status requirement set
5 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
6 subcontractors, and consultants performing work hereunder, all verification and other documentation of
7 employment eligibility status required by federal or state statutes and regulations including, but not
8 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
9 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
10 covered employees, subcontractors, and consultants for the period prescribed by the law.

IX. EQUIPMENT

11
12
13 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
14 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
15 ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
16 Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
17 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
18 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
19 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
20 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
21 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
22 depreciated according to GAAP.

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

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

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

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

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

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

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

14 **X. EXPENDITURE AND REVENUE REPORT**

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

19 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
20 throughout the term of this Agreement.
21

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

23 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
24 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
25 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
26 least the minimum number and type of staff which meet applicable federal and state requirements, and
27 which are necessary for the provision of the services hereunder.
28

29 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

21 E. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
22 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
23 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
24 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
25 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
26 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
27 conditions as set forth herein for CONTRACTOR.

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

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

34 H. QUALIFIED INSURER

35 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
36 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.

37 //

1 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
2 Key Rating Guide/Property-Casualty/United States or ambest.com)

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

6 I. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
7 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
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

26 J. REQUIRED COVERAGE FORMS

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

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

31 K. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
32 following endorsements, which shall accompany the COI:

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

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

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

7 M. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
8 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
9 elected and appointed officials, officers, agents and employees.

10 N. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days
11 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This
12 shall be evidenced by policy provisions or an endorsement separate from the COI.

13 O. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
14 shall agree to maintain professional liability coverage for two years following completion of Agreement.

15 M. The Commercial General Liability policy shall contain a severability of interests clause also
16 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

17 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
18 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
19 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
20 protect COUNTY.

21 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
22 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
23 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
24 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
25 remedies.

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

29 **S. SUBMISSION OF INSURANCE DOCUMENTS**

30 1. The COI and endorsements shall be provided to COUNTY as follows:

31 a. Prior to the start date of this Agreement.
32 b. No later than the expiration date for each policy.
33 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
34 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

35 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
36 in the Referenced Contract Provisions of this Agreement.

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1 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 2 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
 3 sole discretion to impose one or both of the following:

4 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 5 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
 6 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
 7 submitted to ADMINISTRATOR.

8 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
 9 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
 10 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
 11 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

12 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
 13 CONTRACTOR's monthly invoice.

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

17 **XIII. INSPECTIONS AND AUDITS**

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

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

32 **C. AUDIT RESPONSE**

33 1. Following an audit report, in the event of non-compliance with applicable laws and
 34 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
 35 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
 36

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1 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
2 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

17 **XIV. LICENSES AND LAWS**

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

26 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

36 //

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

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

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

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

- 15 1. ARRA of 2009.
- 16 2. WIC, Divisions 5, 6 and 9.
- 17 3. State of HSC, §§1250 et seq.
- 18 4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 19 5. CCR, Title 9, Title 17, and Title 22.
- 20 6. CFR, Title 42 and Title 45.
- 21 7. USC Title 42.
- 22 8. Federal Social Security Act, Title XVIII and Title XIX.
- 23 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 24 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 25 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 26 12. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 27 13. Policies and procedures set forth in Mental Health Services Act.
- 28 14. Policies and procedures set forth in DHCS Letters.
- 29 15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 30 16. OMB Circulars A-87, A-89, A-110, A-122.

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

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

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1 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
2 and electronic media such as the Internet.

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

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

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

17 18 **XVI. MAXIMUM OBLIGATION**

19 The Total Maximum Obligations of COUNTY for services provided in accordance with this
20 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in the
21 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, color, creed, sex, marital status, national origin, age (40 and
28 over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the
29 term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts
30 that subcontractors shall not unlawfully discriminate against any employee or applicant for employment
31 because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
32 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

37 //

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

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

7 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
8 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
9 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
10 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
11 Such requirements shall be deemed fulfilled by use of the term EOE.

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

17 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
18 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
19 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
20 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
21 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
22 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
23 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
24 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
25 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
26 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
27 limited to the following based on one or more of the factors identified above:

28 1. Denying a client or potential client any service, benefit, or accommodation.
29 2. Providing any service or benefit to a client which is different or is provided in a different
30 manner or at a different time from that provided to other clients.

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

33 4. Treating a client differently from others in satisfying any Admission requirement or
34 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
35 any service or benefit.

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

37 //

1 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
 2 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints
 3 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 4 ADMINISTRATOR or COUNTY’s Patient’s Rights Office.

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

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

11 b. Throughout the problem resolution and grievance process, client rights shall be
 12 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be
 13 informed of their right to access the Patients’ Rights Office at any time.

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

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

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

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

30 **XVIII. NOTICES**

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

33 1. When written and deposited in the United States mail, first class postage prepaid and
 34 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
 35 by ADMINISTRATOR;
 36

37 2. When faxed, transmission confirmed;

1 3. When sent by Email; or

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

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

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

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

14 **XIX. NOTIFICATION OF DEATH**

15
16 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
17 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

26 2. WRITTEN NOTIFICATION

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

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

1
2 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
3 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
4 clients or occur in the normal course of business.

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

9
10
11 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
12 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
13 accordance with this Agreement and all applicable requirements.

14 B. CONTRACTOR shall implement and maintain administrative, technical and physical
15 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
16 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
17 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
18 violation of federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

13 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
14 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
15 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

16 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
17 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
18 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

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

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

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

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

31
32 **XXII. RESEARCH AND PUBLICATION**

33 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
34 result of this Agreement for the purpose of personal publication.

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XXIII. REVENUE

1
2 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
3 clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their
4 estates and responsible relatives, according to their ability to pay as determined by the DHCS' UMDAP
5 procedure or by other payment procedure as approved in advance, and in writing by
6 ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee shall not exceed the actual
7 cost of services provided. No client shall be denied services because of an inability to pay.

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

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

18 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
19 persons other than individuals or groups eligible for services pursuant to this Agreement.
20

XXIV. RIGHT TO WORK AND MINIMUM WAGE LAWS

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

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

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

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

6 **XXV. SEVERABILITY**

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

13 **XXVI. SPECIAL PROVISIONS**

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

- 16 1. Making cash payments to intended recipients of services through this Agreement.
- 17 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 18 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
 19 of appropriated funds to influence certain federal contracting and financial transactions).
- 20 3. Fundraising.
- 21 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 22 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 23 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
 24 services.
- 25 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 26 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
 27 salary advances or giving bonuses to CONTRACTOR's staff.
- 28 7. Paying an individual salary or compensation for services at a rate in excess of the current
 29 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
 30 Schedule may be found at www.opm.gov.
- 31 8. Severance pay for separating employees.
- 32 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
 33 codes and obtaining all necessary building permits for any associated construction.
- 34 10. Supplanting current funding for existing services.

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

- 37 1. Funding travel or training (excluding mileage or parking).

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

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

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

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

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

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

11
12 **XXVII. STATUS OF CONTRACTOR**

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

24
25 **XXVIII. TERM**

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

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

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35 //
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XXIX. TERMINATION

1
2 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
3 written notice given the other party.

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

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

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

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

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

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

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

D. CONTINGENT FUNDING

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

25 a. The continued availability of federal, state and county funds for reimbursement of
26 COUNTY's expenditures, and
27

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

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

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

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

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

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

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

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

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

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

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

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

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

27 **XXX. THIRD PARTY BENEFICIARY**

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

32 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 TELECARE CORPORATION

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

20
21
22
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
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 ENHANCED RECOVERY FULL SERVICES PARTNERSHIP SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 TELECARE CORPORATION
 8 JULY 1, 2013 THROUGH JUNE 30, 2015
 9

10 **I. DEFINITIONS**

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

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

19 B. Activities of Daily Living means diet, personal hygiene, clothing care, grooming, money and
 20 household management, personal safety, symptom monitoring, etc.

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

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

25 E. Benefits Specialist means a specialized position that would primarily be responsible for
 26 coordinating Consumer applications and appeals for state and federal benefits.

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

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

36 2. Promising Practices means that experts believe the practices is likely to be raised to the next
 37 level when scientific studies can be conducted and is supported by some body of evidence, (evaluation

1 studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of
2 advocacy organizations and finally, produces specific outcomes.

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

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

10 1. 3 M's means the Quarterly Assessment Form that is completed for each Consumer every
11 three months in the approved data collection system.

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

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

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

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

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

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

1 J. CAT means a team of clinicians who provide mobile response, including mental health
2 evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four (24) hours per
3 day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization
4 as well as providing Referrals and follow-up to assist linkage to Mental Health Services.

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

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

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

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

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

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

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

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

28 S. FSP

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

- 37 a. Crisis management;

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

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

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

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

U. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Consumers and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous

1 expenditures that are individualized and appropriate to support Consumer's mental health treatment
2 activities.

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

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

9 X. IRIS means a collection of applications and databases that serve the needs of programs within
10 the COUNTY and includes functionality such as registration and scheduling, laboratory information
11 system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical
12 records and other relevant applications.

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

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

19 AA. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity
20 for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria
21 and Intervention Related Criteria.

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

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

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

31 3. Co-Occurring see DD Integrated Treatment Model.

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

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

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

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

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

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

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

25 AC. MHSA means the law that provides funding for expanded community Mental Health Services.
 26 It is also known as "Proposition 63."

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

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

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

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

7 AI. Outreach means the Outreach to potential Consumers to link them to appropriate Mental Health
8 Services and may include activities that involve educating the community about the services offered and
9 requirements for participation in the programs. Such activities should result in the CONTRACTOR
10 developing their own Consumer Referral sources for the programs they offer.

11 AJ. Peer Recovery Specialist/Counselor means an individual who has been through the same or
12 similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting
13 paid for this function by the program. A Peer Recovery Specialist's practice is informed by his/her own
14 experience.

15 AK. PSC means an individual who will be part of a multi-disciplinary team that will provide
16 community based Mental Health Services to adults that are struggling with persistent and severe mental
17 illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for
18 clinical care and case management of assigned Consumer and families in a community, home, or
19 program setting. This includes assisting Consumers with mental health, housing, vocational and
20 educational needs. The position is also responsible for administrative and clinical documentation as
21 well as participating in trainings and team meetings. The PSC shall be active in supporting and
22 implementing the program's philosophy and its individualized, strength-based, culturally/linguistically
23 competent and Person-centered approach.

24 AL. PBM means the company that manages the medication benefits that are given to Consumers that
25 qualify for medication benefits.

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

30 AN. Program Director means an individual who has complete responsibility for the day to day
31 function of the program. The Program Director is the highest level of decision making at a local,
32 program level.

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

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

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

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

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

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

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

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

22 AS. Supervisory Review means ongoing clinical case reviews in accordance with procedures
23 developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to
24 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
25 Supervisory review is conducted by the program/clinic director or designee.

26 AT. Token means the security device which allows an individual user to access the
27 ADMINISTRATOR’s computer based IRIS.

28 AU. UMDAP is the method used for determining the annual Consumer liability for Mental Health
29 Services received from the COUNTY mental health system and is set by the State of California.

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

36 //

37 //

II. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>	<u>Total</u>
ADMINISTRATIVE COST			
— Indirect Costs	\$ <u>302,477</u>	\$ <u>302,477</u>	\$ <u>604,954</u>
SUBTOTAL ADMINISTRATIVE COST	\$ <u>302,477</u>	\$ <u>302,477</u>	\$ <u>604,954</u>
PROGRAM COST			
Salaries	\$1,050,377	\$1,050,377	\$2,100,754
Benefits	355,998	355,998	711,996
Services and Supplies	248,703	248,703	497,406
Flexible Funds	144,674	144,674	289,348
Subcontracts	<u>216,764</u>	<u>216,764</u>	<u>433,528</u>
SUBTOTAL PROGRAM COST	\$2,016,516	\$2,016,516	\$4,033,032
TOTAL GROSS COST	\$2,318,993	\$2,318,993	\$4,637,986
REVENUE			
— Federal Medi-Cal	\$ <u>231,899</u>	\$ <u>231,899</u>	\$ <u>463,798</u>
— MHSA	<u>2,087,094</u>	<u>2,087,094</u>	<u>4,174,188</u>
TOTAL REVENUE	\$2,318,993	\$2,318,993	\$4,637,986
TOTAL MAXIMUM OBLIGATION	\$2,318,993	\$2,318,993	\$4,637,986

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

	<u>Period One</u>	<u>Period Two</u>	<u>Total</u>
ADMINISTRATIVE COST			
Indirect Costs	\$ <u>302,477</u>	\$ <u>367,695</u>	\$ <u>670,172</u>
SUBTOTAL ADMINISTRATIVE COST	\$ <u>302,477</u>	\$ <u>367,695</u>	\$ <u>670,172</u>

1	<u>PROGRAM COST</u>			
2	Salaries	\$1,050,377	\$1,167,972	\$2,218,349
3	Benefits	355,998	355,696	711,694
4	Services and Supplies	248,703	441,748	690,451
5	Flexible Funds	144,674	219,978	364,652
6	Subcontracts	216,764	265,904	482,668
7	<u>SUBTOTAL PROGRAM COST</u>	<u>\$2,016,516</u>	<u>\$2,451,298</u>	<u>\$4,467,814</u>
8				
9	<u>TOTAL GROSS COST</u>	<u>\$2,318,993</u>	<u>\$2,818,993</u>	<u>\$5,137,986</u>
10				
11	<u>REVENUE</u>			
12	Federal Medi-Cal	\$ 231,899	\$ 231,899	\$ 463,798
13	MHSA	2,087,094	2,587,094	4,674,188
14	<u>TOTAL REVENUE</u>	<u>\$2,318,993</u>	<u>\$2,818,993</u>	<u>\$5,137,986</u>
15				
16	<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$2,318,993</u>	<u>\$2,818,993</u>	<u>\$5,137,986</u>

18 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in
19 Subparagraph II.A. above includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs
20 (Program Costs), and which may include operating income estimated at two percent (2%). Final
21 settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include
22 operating income.

23 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
24 provided pursuant to the Agreement, CONTRACTOR may make written application to
25 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
26 fees and insurance will be utilized exclusively to provide Mental Health Services. ADMINISTRATOR
27 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
28 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
29 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
30 behalf of Medi-Cal Consumers shall not be eligible for retention by CONTRACTOR.

31 D. The parties agree that the above budget reflects an average Medi-Cal Consumer caseload of
32 approximately twenty percent (20%) to be maintained by CONTRACTOR. CONTRACTOR agrees to
33 accept COUNTY Referrals that may result in an increase in this average.

34 E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds
35 between budgeted line items within a program, for the purpose of meeting specific program needs or for
36 providing continuity of care to its Consumers, by utilizing a Budget/Staffing Modification Request form
37 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing

1 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
 2 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 3 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 4 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 5 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 6 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 7 Modification Request(s) may result in disallowance of those costs.

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

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

18 **III. PAYMENTS**

19
 20 ~~— A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$193,250~~
 21 ~~per month for Period One and Period Two. All payments are interim payments only and are subject to~~
 22 ~~Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which~~
 23 ~~CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided,~~
 24 ~~however, the total of such payments does not exceed the Maximum Obligation in the Referenced~~
 25 ~~Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable~~
 26 ~~pursuant to COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay~~
 27 ~~supplemental invoices for any month for which the provisional amount specified above has not been~~
 28 ~~fully paid.~~

29
 30 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$193,250
 31 per month for Period One. For Period Two, COUNTY shall pay CONTRACTOR monthly, in arrears, at
 32 the provisional amount of \$193,250 per month for July through September and \$248,805 per month for
 33 October through June. All payments are interim payments only and are subject to Final Settlement in
 34 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
 35 reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such
 36 payments does not exceed the Maximum Obligation in the Referenced Contract Provisions of the
 37 Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state

1 and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any
2 month for which the 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 III.A.2. and III.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 ADMINISTRATOR and
18 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of
19 the 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.

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37 //

IV. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provisions of Enhanced Recovery FSP for Adults for exclusive use by COUNTY at the following location, or any other location approved, in advance and in writing, by ADMINISTRATOR:

2100 North Broadway, Suite 100 and 101
Santa Ana, CA 92706

1. The facility shall include space to support the services identified within the Agreement.

2. The facility shall be open until at least 5:00 p.m. in adherence with the COUNTY established schedule; provided, however, CONTRACTOR shall modify these hours of operation in order to meet Consumer needs. Additionally, CONTRACTOR agrees to provide access to its Consumers twenty-four (24) hours per day, seven (7) days per week.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advanced and in writing, by ADMINISTRATOR.

~~B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults eighteen (18) years or older and must be legally residing in COUNTY and otherwise eligible for public services under federal and state law. The Adult Mental Health Enhanced Recovery FSP program shall provide services to Consumers from two distinct populations and Referral sources and ADMINISTRATOR will serve as a principal gatekeeper to potential Consumers with one (1) or more of the following conditions:~~

~~1. The first population to be served are Consumers who may be on LPS conservatorship currently residing in IMDs and former IMD Consumers who currently reside in Residential Care facilities who, given the opportunity, could regain control of their independence and achieve enhanced Recovery.~~

~~2. The second population will be referred by the Public Defender's Office and are Consumers charged with misdemeanor offenses but are of questionable competence to stand trial. Most common offense types where this occurs are trespass or restraining order violations.~~

B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults eighteen (18) years or older and must be legally residing in COUNTY and otherwise eligible for public services under federal and state law. The Adult Mental Health Enhanced Recovery FSP program shall provide services to Consumers from two distinct populations and Referral sources and ADMINISTRATOR will serve as a principal gatekeeper to potential Consumers with one (1) or more of the following conditions:

1. The first population to be served are Consumers who may be on LPS conservatorship currently residing in IMDs and former IMD Consumers who currently reside in Residential Care facilities who, given the opportunity, could regain control of their independence and achieve enhanced

1 Recovery.

2 2. The second population will be referred by the Public Defender's Office and are Consumers
 3 charged with misdemeanor offenses but are of questionable competence to stand trial. Most common
 4 offense types where this occurs are trespass or restraining order violations.

5 3. The third population will be referred by the COUNTY's courts and are Consumers that are
 6 ordered by the COUNTY's courts to receive Assisted Outpatient Treatment (AOT) Services.

7 C. PROGRAM SERVICES – CONTRACTOR's program shall include, but not be limited to the
 8 following services under the provision of Enhanced Recovery FSP services:

9 1. Crisis Intervention and Management Services: Emergency response services enabling the
 10 Consumer to cope with the crisis while maintaining his/her functioning status within the community and
 11 aim at preventing further decompensation. This may include assessment for involuntary hospitalization.
 12 This service must be available twenty-four (24) hours per day, seven (7) days per week.

13 2. Medication Support Services: Evaluate need for medication, clinical effectiveness, side
 14 effects of medication and obtaining informed consent.

15 //

16 a. Medication education shall be provided including discussing risks, benefits and
 17 alternatives with the Consumers or significant support persons.

18 b. Plan development related to decreasing impairments, delivery of services, evaluation of
 19 the status of the Consumer's community functions, prescribing, dispensing and administering
 20 psychotropic medications shall be discussed with the Consumer and documented.

21 3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is
 22 non-confrontational, follows behavioral principles, considers interactions between mental illness and
 23 substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse
 24 research has strongly indicated that to recover fully, a Consumer with co-occurring disorder needs
 25 treatment for both problems as focusing on one does not ensure the other will go away. Dual Diagnosis
 26 services integrate assistance for each condition, helping people recover from both in one setting at the
 27 same time.

28 4. Vocational and Educational Services: As part of the continuum of Recovery it is important
 29 that members develop an "identity" other than that of a mental health Consumer; towards this end
 30 members will be supported in exploring a full range of opportunities, including but not limited to,
 31 volunteer opportunities, part-time/full-time work, supported employment, competitive employment and
 32 educational opportunities. CONTRACTOR's staff shall have a dedicated Vocational/Educational
 33 Specialist to assist enrolled members with these services.

34 a. Educational Services: Consumers may engage in a number of activities, such as
 35 General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may
 36 be used as teachers' aides to ease the anxiety of a new Consumer returning to continue educational goals.

37 b. Pre-Vocational Groups: Consumers may engage in pre-vocational groups that assist

1 Consumers in determining their skills, interests, values, and realistic career goals. Individual treatment
2 plans are developed and implemented with assistance in the following areas: career exploration,
3 identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing
4 skills, job placement, job retention, and symptom management in the workplace. These and other
5 vocationally related topics shall be offered on a rotating basis to the members. The intent of these
6 structured learning experiences is to actively involve members in identifying and developing their own
7 positive work identities. From pre-vocational training, members are assisted and encouraged in
8 beginning work in the community. The focus of the program is to find employment settings that match
9 the members' interests, abilities, aptitudes, strengths and individualized goals.

10 c. Job Coaching/Developing: A Job Coach/Developer is to assist Consumers in the
11 exploration of various career options as well as actively strategizing collaborative relationships in the
12 private and public sector to create job opportunities for members. This position will work closely with
13 management staff and the Data Analyst to explore and implement evidence-based Best Practices in this
14 area.

15 5. Family and Peer Support Services:

16 a. Connection to community, family and friends is a critical element to Recovery and shall
17 be an integral part of CONTRACTOR's services. The PSCs will work to include Consumer's natural
18 support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist
19 members in their Recovery.

20 b. Supportive Socialization and Meaningful Community roles. Provide Consumer
21 directed services that will assist Consumers in their Recovery, self-sufficiency and in seeking
22 meaningful life activities and relationships.

23 6. Transportation Services: These services may include, but not be limited to: provision of
24 bus tickets; transportation to appointments deemed necessary for the Consumer care; or transportation
25 for emergency psychiatric evaluation or treatment.

26 7. Money Management/Representative Payee Support Services: CONTRACTOR shall
27 designate a bonded Representative Payee Services to provide money management services to those
28 Consumers who cannot manage their finances.

29 8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7)
30 days per week for intensive case management and crisis intervention for enrolled Consumers.

31 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate an individual
32 to access financial benefits and/or entitlements, or other needed community services for eligible
33 individuals.

34 10. Housing Services: This service category includes linkage and placement services, which
35 involve the assessment, determination of need and securing of adequate and appropriate living
36 arrangements through a variety of supportive housing services in a safe secure environment that is
37 appropriate for the Consumer population. Strategies may vary and options such as transitional or respite

1 housing may be indicated in the initial stages, whereas permanent supportive housing or independent
 2 housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not
 3 required during the initial assessment phase of a Consumer (pre-enrollment) and utilization of this type
 4 of housing during the assessment phase should be on a case by case basis. If it is determined that
 5 temporary housing is needed, CONTRACTOR should use their best judgment to meet the Consumer's
 6 needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences. All
 7 Housing options provided by a FSP must meet minimal requirements set by the COUNTY's MHSA
 8 Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs.
 9 CONTRACTOR's staff shall include a Housing Specialist to provide housing services to all enrolled
 10 members. Housing services may include:

11 a. Emergency Housing - Immediate shelter for critical access for Consumers who are
 12 homeless or have no other immediate housing options available. Emergency housing is a time-limited
 13 event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency
 14 //
 15 housing is not required during the initial assessment phase of a Consumer (pre-enrollment) unless
 16 approved in advance by ADMINISTRATOR.

17 b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or
 18 when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and
 19 shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.
 20 Motel housing is not required during the initial assessment phase of a Consumer (pre-enrollment) unless
 21 approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with
 22 CONTRACTOR's P&P, as identified in the Responsibilities Paragraph of this Exhibit A.

23 c. Transitional Housing – For individuals who will benefit from an intermediate step
 24 between shelter and permanent housing. Transitional housing is generally time-limited, up to eighteen
 25 (18) months, and provides structures and programming in the context of housing such as Board and Care
 26 or Room and Board. Providers may look into housing options such as master leasing.

27 d. Permanent Housing – Allows residents to have their own unit or bedroom. Residential
 28 Treatment Program and sober living as a housing option must be available for consideration when
 29 appropriate to provide the member with the highest probability of success towards Recovery.

30 11. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be
 31 located at the program site and will provide an opportunity for Consumers to develop organizational,
 32 social and leadership skills as they design a program that meets Consumer needs. All activities and
 33 groups offered are designed and run by Consumers enrolled in CONTRACTOR's FSP.
 34 CONTRACTOR shall offer a variety of groups based on Consumer interest and need and may include,
 35 but not be limited to: Men's and Women's Groups, Relapse Prevention, Dual Recovery, AA/NA, Life
 36 and Skills Building, Speaker Meetings, etc.

37 12. Meaningful Community Roles – CONTRACTOR shall assist each member to find some

1 meaningful role in his/her life that is separate from the mental illness. The person needs to see himself
 2 or herself in “normal” roles such as employee, son, mother and neighbor. CONTRACTOR shall work
 3 with each member to join the larger community and interact with people who are unrelated to the mental
 4 illness.

5 13. Intensive Case Management Service – CONTRACTOR shall provide intensive case
 6 management which shall include a smaller caseload size, team management, an emphasis on Outreach,
 7 and an assertive approach to maintaining contact with Consumers.

8 D. Program Specific Services – Enhanced Members

9 1. Shall coordinate members’ needs and services with the Residential Rehabilitation providers
 10 while the Consumers are residing in Residential Rehabilitation facilities.

11 2. Shall coordinate Engagement services and placement of Consumers into the FSP with
 12 ADMINISTRATOR assigned staff once Consumers are identified and are ready to be discharged from
 13 an IMD or MHRC.

14 3. Develop transition groups for members who are coming from an IMD or MHRC that details
 15 the expectations of the FSP, the responsibilities of the members, FSP, and other partners involved in the
 16 members’ Recovery, and the ultimate goal of community integration and graduation.

17 4. Shall have monthly meetings with ADMINISTRATOR to review members’ progress and
 18 share information such as housing status, group attendance, medication compliance, hospitalization, and
 19 progress towards Recovery.

20 E. Program Specific Services – Court Members

21 1. Shall coordinate services within the guidelines set forth by the court.

22 2. Shall work in a collaborative and create a culture and environment that shall involve all
 23 interested parties such as but not limited to the court, ADMINISTRATOR, and the various housing
 24 operators.

25 3. Shall perform three (3) scheduled and one (1) unscheduled drug testing each month and
 26 report any unfavorable findings to the court.

27 4. Shall assist members in making their scheduled court dates and in some instances, attending
 28 court hearings with the members.

29 5. Develop transition groups for members that detail the expectations of the court, the
 30 responsibilities of the members, FSP, and other partners involved in the members’ Recovery, and the
 31 ultimate goal of community integration and graduation.

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

34
 35 **V. COLLABORATION REQUIREMENTS**

36 A. Coordination shall be required with the ADMINISTRATOR, Public Guardian’s Office,
 37 Collaborative Courts, designated Residential Rehabilitation operators, long-term care facilities, and

1 other providers and community resources.

2 B. Ongoing collaboration shall be required with a variety of stakeholders involved with individual
3 Consumers, including family members and significant others; employers; COUNTY departments and
4 agencies, such as, but not limited to Collaborative Courts, Public Guardian, and LPS staff.

5 C. Key Elements of collaboration in this program shall include, but are not limited to, the
6 following:

7 1. Engagement – shall be conducted by CONTRACTOR through collaboration with PA/PG,
8 IMDs, MHRC, and Residential Rehabilitation providers.

9 a. ADMINISTRATOR Role: Support Engagement, conducts eligibility determination, and
10 approves pre-enrollment for all Consumers who enter the program.

11 b. CONTRACTOR Role: The CONTRACTOR shall design, coordinate activities, engage
12 in Outreach activities, and shall ensure that those engaged through Outreach are assessed and, once
13 //

14 enrolled, assigned a PSC. The CONTRACTOR shall be required to collect data for entry into an
15 approved data collection system.

16 2. Personal Service Coordination – The CONTRACTOR shall utilize PSCs who shall provide
17 primary support, facilitate the development of a person-centered Recovery plan, and coordinate the
18 access of supports and services necessary to support the Consumer to achieve the goals of his/her
19 Recovery plan.

20 a. ADMINISTRATOR Role: ADMINISTRATOR shall provide support to
21 CONTRACTOR's PSCs with available COUNTY resources and act as a liaison with PA/PG.

22 b. CONTRACTOR Role: CONTRACTOR shall provide culturally sensitive personal
23 service coordination in English, Spanish, Vietnamese, Farsi, and Korean. CONTRACTOR shall work
24 with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct
25 culturally and linguistically appropriate Outreach and to serve Consumers in other Asian languages and
26 ASL is highly desirable.

27 3. Integrated Service Team: Each PSC shall be supported by an Integrated Service Team that
28 shall include ADMINISTRATOR and CONTRACTOR staff. The Integrated Service Team shall meet at
29 least weekly to coordinate supports, problem solve, and develop exit strategies/discharge planning. The
30 Integrated Service Team shall be available to all Consumers on a twenty-four (24)-hour per day/seven
31 (7) days per week basis. The identified Residential Rehabilitation providers shall also participate on the
32 Integrated Service Team.

33 a. ADMINISTRATOR Role: ADMINISTRATOR staff shall participate on the Integrated
34 Service Team.

35 b. Contractor Role: The Contractor shall facilitate the Integrated Service Team. All
36 service-provision staff shall participate on the Integrated Service Team.

37 D. Residential Rehabilitation Facilities are an integral component of this program and shall be part

1 of the collaborative team to include ADMINISTRATOR, CONTRACTOR, and Residential Care Staff.
 2 This collaborative team shall review all cases before accepting from IMD and discuss needs, supports,
 3 areas of risk and work as a single unit in strategizing and implementing the services necessary to allow
 4 the new member the best opportunity to succeed.

5 E. This program shall also call for collaborative partnership with ADMINISTRATOR who will be
 6 assigned to work as liaison between the Collaborative Court and the CONTRACTOR on the Referral of
 7 misdemeanor offenders found to be of questionable competency to assist in their own defense.
 8 ADMINISTRATOR will be the liaison between the Collaborative Court and CONTRACTOR. This
 9 collaborative court will model after the ten components of Drug Court.

10 F. Discharge of Consumers from the program shall be determined by the Consumers' movement
 11 along the Recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and
 12 CONTRACTOR.

13 //

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

16 **VI. STAFFING**

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

22 PROGRAM	FTE
23 Regional Director	0.30
24 Program Director/Administrator	1.00
25 Clinical Director	1.00
26 Business Office Manager	1.00
27 Regional IS Business Specialist	0.13
28 Data Mining and Analysis Specialist	0.50
29 Billing Specialist	2.00
30 Administrative Assistant/Receptionist/Human Resources Clerk	1.00
31 Medical Records Technician	1.00
32 Driver	1.00
33 PSC I	3.00
34 PSC II	4.00
35 Team Leader	1.00
36 Housing Specialist	1.00
37 Education/Employment Specialist	1.00

1	Peer Support Specialist	1.00
2	Licensed Vocational Nurse	1.50
3	Psychiatrist (Subcontractor)	0.75
4	Drug Testing Coordinator	0.38
5	Drug Testing Technician	-0.13
6	TOTAL CONTRACT FTEs	22.69

7
8 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs
9 continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty
10 (40) hours work per week.

11	<u>PROGRAM</u>	<u>FTE</u>
12	<u>Regional Director</u>	<u>0.20</u>
13	<u>Program Administrator</u>	<u>1.00</u>
14	<u>Clinical Director</u>	<u>2.00</u>
15	<u>Clinical Supervisor</u>	<u>1.00</u>
16	<u>Business Office Manager</u>	<u>1.00</u>
17	<u>Regional IS Business Specialist</u>	<u>0.10</u>
18	<u>Data Mining and Analysis Specialist</u>	<u>0.50</u>
19	<u>Billing Specialist</u>	<u>2.00</u>
20	<u>Administrative Assistant/Receptionist/Human Resources Clerk</u>	<u>1.00</u>
21	<u>Medical Records Technician</u>	<u>1.00</u>
22	<u>Driver</u>	<u>1.00</u>
23	<u>PSC I</u>	<u>3.00</u>
24	<u>PSC II</u>	<u>6.00</u>
25	<u>Team Leader</u>	<u>1.00</u>
26	<u>Housing Specialist</u>	<u>1.00</u>
27	<u>Education/Employment Specialist</u>	<u>1.00</u>
28	<u>Peer Support Specialist</u>	<u>1.00</u>
29	<u>Licensed Vocational Nurse</u>	<u>1.50</u>
30	<u>Psychiatrist (Subcontractor)</u>	<u>0.75</u>
31	<u>Drug Testing Coordinator</u>	<u>0.50</u>
32	<u>Quality Assurance Coordinator</u>	<u>1.00</u>
33	<u>TOTAL CONTRACT FTEs</u>	<u>26.55</u>

34
35
36 B. All staff are responsible for their assigned job duties with Clinical Supervisor and Program
37 Director having ultimate responsibility.

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

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

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

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

19 G. WORKLOAD STANDARDS

20 1. One (1) (DSH) will be equal to sixty (60) minutes of direct Consumer service.

21 2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one
 22 thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include
 23 Mental Health, Case Management, Crisis Intervention, and Medication Management Services. One (1)
 24 DSH shall be equal to one (1) hour. CONTRACTOR understands and agrees that this is a minimum
 25 standard and shall make every effort to exceed this minimum.

26 ~~3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of twelve~~
 27 ~~thousand six hundred and ninety six (12,696) direct service hours for Consumer related services, with a~~
 28 ~~minimum of three thousand ninety six (3,096) hours of medication support services and nine thousand~~
 29 ~~six hundred (9,600) hours of other mental health, case management and/or crisis intervention services as~~
 30 ~~outlined below.~~

31 ~~4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and five~~
 32 ~~(105) Consumers throughout the term of the Agreement. The make up of the Consumers shall be as~~
 33 ~~follows: eighty (80) Consumers from referred from ADMINISTRATOR who have a history in IMDs or~~
 34 ~~in long term residential care facilities and twenty five (25) Consumers referred from the COUNTY~~
 35 ~~courts. CONTRACTOR understands and agrees that this is a minimum requirement and shall make~~
 36 ~~every effort to exceed this minimum.~~

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2 3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of fourteen
3 thousand seven hundred and sixty-six (14,766) direct service hours for Consumer related services, with a
4 minimum of three thousand three hundred sixty-six (3,366) hours of medication support services and
5 eleven thousand four hundred (11,400) hours of other mental health, case management and/or crisis
6 intervention services as outlined below.

7 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred thirty (130)
8 Consumers throughout the term of the Agreement. The make-up of the Consumers shall be as follows:
9 eighty (80) Consumers referred from ADMINISTRATOR who have a history in IMDs or in long term
10 residential care facilities, twenty-five (25) Consumers referred from the COUNTY's courts, and twenty-
11 five (25) Consumers that are ordered by the COUNTY's courts to receive AOT Services. For AOT
12 Services, CONTRACTOR shall ensure a client to staff ratio of one (1) to ten (10) (1:10).
13 CONTRACTOR understands and agrees that these are minimum requirements and shall make every
14 effort to exceed these minimums.

15 H. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as
16 stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

17 I. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery.
18 These individuals shall not be currently receiving services directly from CONTRACTOR.
19 Documentation may include, but not be limited to, the following: records attesting to efforts made in
20 recruitment and hiring practices and identification of measures taken to enhance accessibility for
21 potential staff in these categories.

22 J. A limited number of clinical staff shall be qualified and designated by COUNTY to perform
23 evaluations pursuant to Section 5150, WIC.

24 K. CONTRACTOR may augment paid staff with volunteers or Interns upon written approval of
25 ADMINISTRATOR.

26 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
27 student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours
28 of treatment for student Interns providing substance abuse services. Supervision will be in accordance
29 to that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the
30 respective job descriptions or work contracts.

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

35 3. Volunteer and student Intern services shall not comprise more than twenty percent (20%) of
36 total services provided.

37 L. CONTRACTOR shall maintain personnel files for each staff member, including the Regional

1 Director and other administrative positions, which will include, but not be limited to, an application for
 2 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
 3 applicable), pay rate and evaluations justifying pay increases.

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

7 **VII. REPORTS**

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

10 B. FISCAL

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

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

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

33 D. PROGRAMMATIC

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

1 following:

- 2 a. Report of placement and movement of Consumers along the continuum of services
 3 using guidelines for monthly report;
 4 b. Number of 5150 consumers;
 5 c. Voluntary and involuntary hospitalizations;
 6 d. Special incidences;
 7 e. Individuals and days in vocational and educational programs;
 8 f. Direct service hours by staff;
 9 g. Chart compliance;
 10 h. Number of Referrals and reasons why Consumers have been discharged from the
 11 program;
 12 i Staff changes;
 13 j. Status of licenses and/or certifications;
 14 k. Changes in population served and reasons for any such changes;
 15 l. Any additional pertinent facts or interim findings related to the program or the
 16 Consumers;
 17 m. Updates on the progression towards data driven goals as well as the implementation of
 18 EBPs; and
 19 //
 20 n. Description of CONTRACTOR's progress in implementing the provisions of the
 21 Agreement; and

22 2. CONTRACTOR shall state whether the program is or is not progressing satisfactorily in
 23 achieving all the terms of the Agreement, and if not, shall specify what steps will be taken to achieve
 24 satisfactory progress.

25 E. PERFORMANCE OUTCOME OBJECTIVES - On a quarterly basis, CONTRACTOR shall
 26 report the Performance Outcome Objectives as outlined in Subparagraph the Responsibilities Paragraph
 27 of this Exhibit A to the Agreement.

28 F. DATA CERTIFICATION - CONTRACTOR shall certify the accuracy of their outcome data.
 29 Outcome data entered into an approved data collection system that is or will be compatible with the
 30 ADMINISTRATOR's EHR and submitted to the COUNTY detailing the PAF, 3M's, KET data and
 31 complete Consumer database must be certified with the submission of their monthly data. Submissions
 32 shall be uploaded to an approved File Transfer Protocol site and include two files. The first shall be an
 33 Access database; the second shall be a XML formatted file for submission to the State DCR.

34 1. CONTRACTOR shall ensure that all staff is knowledgeable of the data reports available
 35 from their approved data collection system and how to utilize them to ensure accuracy of the data.

36 2. CONTRACTOR is required to review the dataset and certify its accuracy on a Certification
 37 of Accuracy of Data form. It is recommended that the review of the "Domain Status Changes" process

1 be part of CONTRACTOR's supervisory weekly staff meeting.

2 3. In the event there are inaccuracies in the data, they must be corrected immediately.
3 CONTRACTOR shall inform the ADMINISTRATOR's Adult and Older Adult Performance Outcome
4 Department of the inaccuracies they have identified and corrected, and if the data was already sent to the
5 ADMINISTRATOR. If corrections were made after the original submission date a revised Certification
6 of Accuracy of Data form is required.

7 4. CONTRACTOR shall ensure that Data Certification is completed by the tenth (10th) day of
8 each month for the data covering the previous month. A completed Certification of Accuracy of Data
9 form must be faxed then mailed to the ADMINISTRATOR's Adult and Older Adult FSP Coordination
10 Office.

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

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

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20 **VIII. RESPONSIBILITIES**

21 A. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the
22 COUNTY's Annual Provider Training, and staff responsible for input into IRIS complete IRIS New
23 User Training. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider
24 Training.

25 B. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
26 CONTRACTOR and ADMINISTRATOR's P&Ps as related to the services provided in this Exhibit A to
27 the Agreement. CONTRACTOR shall provide signature confirmation of the P&P training for each staff
28 member and place in their personnel files.

29 **C. FLEXIBLE FUNDS**

30 1. CONTRACTOR shall follow the procedures identified below and as specified by
31 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support
32 funds (Flexible Funds):

33 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the
34 treatment of a Consumer's mental illness and overall quality of life;

35 b. Flexible Funds may be utilized when other community resources such as family/friends,
36 food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely manner,
37 or are not appropriate for a Consumer's situation. Designated CONTRACTOR staff shall assist

1 Consumers in exploring other available resources whenever possible, prior to utilizing Flexible Funds;

2 c. Flexible Funds expenditures for various types of purchases shall be identified as
3 allowable, unallowable, or require discussion with ADMINISTRATOR;

4 d. Flexible Funds shall not to be used for housing for Consumers that have not been
5 enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by
6 ADMINISTRATOR;

7 e. Flexible Funds shall not be given in the form of cash to any Consumer, either enrolled
8 or in the Outreach and Engagement phase of the CONTRACTOR's program;

9 f. Pre-purchases shall only be for food, transportation, clothing and motels or other
10 purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

11 g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be
12 limited to a combined \$5,000 supply on-hand at any given time, and that all voucher and/or gift card
13 purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff. Vouchers
14 and/or gift cards shall be limited in monetary value to not more than \$25 each, unless otherwise
15 approved in advance and in writing, by ADMINISTRATOR.

16 h. Pre-purchases for motels shall be on a case-by-case basis and time-limited in nature,
17 and only utilized while more appropriate housing is being located. Pre-purchases of motel rooms shall
18 be tracked and logged upon purchase and disbursement.

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20 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund
21 expenditures, shall include, but not be limited to, retention of comprehensible source documentation
22 such as receipts, copies of lease/rental agreements for Consumer housing, general ledgers, and needs
23 shall be documented in Consumer's master treatment plans;

24 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual
25 purchases made on behalf of a Consumer and/or Consumer family member(s) in the amount(s) as
26 determined by ADMINISTRATOR;

27 a. Gift cards and vouchers for Consumers shall be securely stored and documentation of
28 their disbursement, including end-of-year process accounting for gift cards still in staff possession, shall
29 be maintained by CONTRACTOR.

30 b. A single Flexible Fund expenditure, in excess of \$1,000, shall not be made without
31 prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed
32 the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day
33 of such an expense. Said notification shall include total costs and a justification for the expense. Failure
34 to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the
35 expenditure;

36 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the
37 mechanism used to ensure this staff has timely access to Flexible Funds is identified;

1 5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form
2 provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with
3 CONTRACTOR's monthly Expenditure and Revenue Report. The report will be received by
4 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being
5 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly report.

6 6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that
7 incorporates at a minimum the requirements as specified in Subparagraph C.1. above. CONTRACTOR
8 shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of
9 the Agreement. If the Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty
10 (60) calendar days from the start of the Agreement, any subsequent Flexible Fund expenditures may be
11 disallowed by ADMINISTRATOR.

12 D. DATA CERTIFICATION

13 1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data
14 Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of
15 the Agreement.

16 2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,
17 no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has
18 not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of
19 //
20 Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be
21 deemed out of compliance with the terms and conditions of the Agreement.

22 3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
23 Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification
24 P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

25 4. CONTRACTOR shall have an identified individual who shall:
26 a. Review the approved data collection database for accuracy and to ensure that each field
27 is completed;
28 b. Develop processes to ensure that all required data forms are completed and updated
29 when appropriate;
30 c. Review the approved data collection system reports to identify trends, gaps and quality
31 of care;
32 d. Submit monthly approved data collection system reports to ADMINISTRATOR by the
33 tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
34 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
35 correct.
36 f. CONTRACTOR will be responsible for ensuring monthly evaluation of members using
37 MORS and entering the MORS data into approved data collection system. The rating for each

1 individual member will be entered under the clinical assessment tools. It is expected that the rating for
 2 each member will be part of the review done by the Program Director prior to signing the Data
 3 Certification Form each month.

4 E. CONTRACTOR shall have an identified individual who shall:

5 1. Complete one hundred percent (100%) chart review of Consumer charts regarding clinical
 6 documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart
 7 compliance;

8 2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

9 3. Become a certified reviewer by the ADMINISTRATOR's Quality Improvement and
 10 Program Compliance unit within six months of the start of the Agreement;

11 4. Oversee all aspects of the clinical services of the Recovery program;

12 5. Coordinate with in-house clinicians, medical director and/or nurse regarding Consumer
 13 treatment issues, professional consultations, or medication evaluations;

14 6. Review and approve all quarterly logs submitted to ADMINSTRATOR, i.e., medication
 15 monitoring, second opinion and request for change of provider; and

16 7. Participate in program development and interact with other staff regarding difficult cases
 17 and psychiatric emergencies.

18 8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
 19 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all
 20 chart documentation complies with all federal, state and COUNTY guidelines and standards.
 21 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

22 9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
 23 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
 24 if available, and if applicable.

25 10. ADMINISTRATOR shall review Consumer charts to assist CONTRACTOR in ensuring
 26 compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

27 11. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program
 28 to ensure compliance with workload standards and productivity.

29 12. ADMINISTRATOR shall review and approve all Admissions, discharges from the program
 30 and extended stays in the program.

31 13. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

32 14. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR
 33 P&Ps.

34 15. ADMINISTRATOR shall provide a written copy of all assessments completed on
 35 Consumers referred for Admission.

36 F. CONTRACTOR shall be required to achieve Performance Outcome objectives and track and
 37 report Performance Outcome objective statistics in monthly programmatic reports, as outlined below.

1 1. CONTRACTOR shall track and monitor the number of Consumers receiving services
2 (Mental Health Services, intensive case management, housing, and vocational) through number of
3 Consumers admitted and engaged into services.

4 2. CONTRACTOR shall track the number of days Consumers are hospitalized and work to
5 reduce them through services provided in the Agreement.

6 3. CONTRACTOR shall track the number of days Consumers are incarcerated and work to
7 reduce them through services provided in the Agreement.

8 4. CONTRACTOR shall track the number of days Consumers are homeless and living on the
9 streets and work to reduce them through services provided in the Agreement.

10 5. CONTRACTOR shall track the number of Consumers gainfully employed and work to
11 increase them through services provided in the Agreement.

12 6. One (1) through five (5) in this section are the outcome measures by which the effectiveness
13 of your program will be evaluated. It is the responsibility of the provider to educate themselves with
14 Best Practices and those associated with attainment of higher levels of Recovery.

15 7. CONTRACTOR shall track the number of Consumers at various stages on the MORS.

16 8. CONTRACTOR shall track the number of Consumers who reach their employment goals
17 and are successfully discharged to a lower level of care.

18 G. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
19 ensure compliance with workload standards and productivity.

20 H. CONTRACTOR shall attend meetings as requested by ADMINSTRATOR including but not
21 limited to:

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

24 2. Monthly management meetings with CONTRACTOR and ADMINISTRATOR to discuss
25 contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily
26 in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory
27 progress, compliance with P&Ps, review of statistics and clinical services;

28 3. Weekly meetings with ADMINISTRATOR to review program related issues;

29 4. Quarterly All FSP meetings;

30 5. Quarterly Quality Improvement Committee meetings; and

31 6. Clinical staff training for individuals conducted by CONTRACTOR and/or
32 ADMINISTRATOR staff.

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

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

37 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff

1 member to whom each is assigned.

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

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

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

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

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

14 J. CONTRACTOR shall obtain a NPI.

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

17 2. CONTRACTOR, including each employee that provides services under the Agreement, will
18 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.
19 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
20 ADMINISTRATOR, all NPI as soon as they are available. For purposes of this paragraph, any reference
21 to employee means an employee of CONTRACTOR or an employee of subcontractor.

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

27 L. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
28 with respect to any individual(s) who are served under the terms of the Agreement. Further,
29 CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or
30 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

31 M. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded
32 Consumers.

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

36 O. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
37 welfare of Consumers, including but not limited to serious physical harm to self or others, serious

1 destruction of property, developments, etc., and which may raise liability issues with COUNTY, and
2 shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the
3 quality or accessibility of Person related services provided by, or under contract with COUNTY, as set
4 forth in Subparagraph C. of the Notices Paragraph of the Agreement.

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

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

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

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