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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2013 through June 30, 2014

Aggregate Maximum Obligation: ~~\$919,500~~ \$1,419,500

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: «CONTACT_PERSON»
«LC_NAME_LC_DBA»
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT_EMAIL»

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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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4	A.	ARRA American Recovery and Reinvestment Act
5	B.	ASO Administrative Service Organization
6	C.	CCC California Civil Code
7	D.	CCR California Code of Regulations
8	E.	CEO County Executive Office
9	F.	CFR Code of Federal Regulations
10	G.	CHPP COUNTY HIPAA Policies and Procedures
11	H.	COI Certificate of Insurance
12	I.	DHCS Department of Health Care Services
13	J.	DRS Designated Record Set
14	K.	GAAP General Accepted Accounting Principles
15	L.	HCA Health Care Agency
16	M.	HHS Health and Human Services
17	N.	HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
18	O.	HSC California Health and Safety Code
19	P.	ISO Insurance Services Office
20	Q.	MHSA Mental Health Services Act
21	R.	OIG Office of Inspector General
22	S.	OMB Office of Management and Budget
23	T.	OPM Federal Office of Personnel Management
24	U.	PC State of California Penal Code
25	V.	PEI Prevention and Early Intervention
26	W.	PCP Primary Care Provider
27	X.	PHI Protected Health Information
28	Y.	PII Personally Identifiable Information
29	Z.	P&P Policy and Procedure
30	AA.	PRA Public Record Act
31	AB.	SIR Self-Insured Retention
32	AD.	USC United States Code
33	AE.	WIC State of California Welfare and Institutions Code
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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.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA P&Ps relating to HCA’s Compliance Program, HCA’s Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR’s Compliance Officer as described in subparagraphs below.

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

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant P&Ps to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to

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1 meet said standards or shall be asked to acknowledge and agree to the HCA’s Compliance Program and
2 Code of Conduct if the CONTRACTOR’s Compliance Program and Code of Conduct does not contain
3 all required elements.

4 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the
5 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
6 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
7 CONTRACTOR’s Compliance Program, Code of Conduct and related P&Ps.

8 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
9 relevant P&Ps shall constitute a material breach of this Agreement. Failure to cure such breach within
10 sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
11 termination of this Agreement as to the non-complying party.

12 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening P&Ps and screen all
13 Covered Individuals employed or retained to provide services related to this Agreement to ensure that
14 they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be
15 conducted against the General Services Administration's Excluded Parties List System or System for
16 Award Management, the Health and Human Services/Office of Inspector General List of Excluded
17 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any
18 other as identified by the ADMINISTRATOR.

19 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
20 provide health care items or services or who perform billing or coding functions on behalf of
21 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
22 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
23 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
24 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
25 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
26 made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related P&Ps.

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

33 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
34 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
35 Agreement.

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

7 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
8 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
9 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
10 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
11 Ineligible Person.

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

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.

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1 CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business
2 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a
3 consolidated Cost Report.

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

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

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

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

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

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

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

1 D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
2 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than
3 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the
4 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of
5 payment, with the submission of the individual and/or consolidated Cost Report. If such reimbursement
6 is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual
7 and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount
8 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

24
25 Signed _____
26 Name _____
27 Title _____
28 Date _____"

29
30 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

36 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
37 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%)
3 of 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
17 this 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 day's 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
35 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
36 services provided by consultants.

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VIII. EMPLOYEE ELIGIBILITY VERIFICATION

1
2 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
3 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
4 and consultants performing work under this Agreement meet the citizenship or alien status requirement
5 set 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

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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
30 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
31 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
32 is 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,
36 and 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
10 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
11 this 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
15 **X. FACILITIES, PAYMENTS AND SERVICES**

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

21
22 **XI. INDEMNIFICATION AND INSURANCE**

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

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1 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 2 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
 3 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 4 Agreement have been complied with and to maintain such insurance coverage with COUNTY during
 5 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of
 6 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 7 conditions as set forth herein for CONTRACTOR.

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

12 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 13 Agreement, COUNTY may terminate this Agreement.

14 E. QUALIFIED INSURER

15 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
 16 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
 17 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
 18 Key Rating Guide/Property-Casualty/United States or ambest.com)

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

22 F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 23 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	\$1,000,000 per occurrence for owned, non-owned and hired vehicles
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

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Professional Liability Insurance \$1,000,000 per claims made or per occurrence

Sexual Misconduct Liability \$1,000,000 per occurrence

G. REQUIRED COVERAGE FORMS

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

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

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

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

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

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

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

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

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

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

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

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

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

9 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

11 a. Prior to the start date of this Agreement.

12 b. No later than the expiration date for each policy.

13 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
14 changes to any of the insurance types as set forth in Subparagraph F. of the Indemnification and
15 Insurance Paragraph of the Agreement.

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

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

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

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

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

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

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XII. INSPECTIONS AND AUDITS

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

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

16 C. AUDIT RESPONSE

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

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

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

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

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XIII. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

21 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
22 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
23 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
24 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
25 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
26 grounds for termination of this Agreement.
27

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

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

34 1. ARRA of 2009.

35 2. WIC, Divisions 5, 6 and 9.

36 3. State of HSC, §§1250 et seq.

37 4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.

- 1 5. CCR, Title 9, Title 17, and Title 22.
- 2 6. CFR, Title 42 and Title 45.
- 3 7. USC Title 42.
- 4 8. Federal Social Security Act, Title XVIII and Title XIX.
- 5 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 6 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 7 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 8 12. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 9 13. P&Ps set forth in MHSA.
- 10 14. P&Ps set forth in DHCS Letters.
- 11 15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 12 16. OMB Circulars A-87, A-89, A-110, A-122.

XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

15 A. Any written information or literature, including educational or promotional materials,
16 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
17 to this Agreement must be approved at least thirty (30) days in advance and in writing by
18 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
19 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
20 and electronic media such as the Internet.

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

24 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
25 available social media sites) in support of the services described within this Agreement,
26 CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon
27 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used
28 to either directly or indirectly support the services described within this Agreement. CONTRACTOR
29 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
30 media developed in support of the services described within this Agreement. CONTRACTOR shall also
31 include any required funding statement information on social media when required by
32 ADMINISTRATOR.

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

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XV. MAXIMUM OBLIGATION

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Socialization Program for Isolated Adults and Older Adults Services is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

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

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

6 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
7 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
8 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
9 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
10 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
11 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
12 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
13 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
14 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
15 changed. For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not
16 limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

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

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

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

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

21
22 **XVII. NOTICES**

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

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

28 2. When faxed, transmission confirmed;

29 3. When sent by Email; or

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

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

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

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

7
8 **XVIII. NOTIFICATION OF DEATH**

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

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

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

19 2. WRITTEN NOTIFICATION

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

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

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

31
32 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

5
6 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29
30 **XXI. RESEARCH AND PUBLICATION**

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

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1 **XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

2 A. In accordance with the United States Immigration Reform and Control Act of 1986,
3 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
4 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
5 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
6 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
7 identity of their employees and their eligibility for employment in the United States.

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

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

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

22
23 **XXIII. SEVERABILITY**

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

29
30 **XXIV. SPECIAL PROVISIONS**

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

- 33 1. Making cash payments to intended recipients of services through this Agreement.
- 34 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
35 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
36 use of appropriated funds to influence certain federal contracting and financial transactions).
- 37 3. Fundraising.

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

3 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
4 services.

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

8 7. Paying an individual salary or compensation for services at a rate in excess of the current
9 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
10 Schedule may be found at www.opm.gov.

11 8. Severance pay for separating employees.

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

14 10. Supplanting current funding for existing services.

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

17 1. Funding travel or training (excluding mileage or parking).

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

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

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

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

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

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

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

30
31 **XXV. STATUS OF CONTRACTOR**

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

1 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 2 subcontractors as they relate to the services to be provided during the course and scope of their
 3 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 4 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
 5 to be COUNTY's employees.

7 **XXVI. TERM**

8 ~~— A. This specific Agreement with CONTRACTOR is only one of several agreements to which the~~
 9 ~~term of this Agreement applies. The term of this Master Agreement shall commence and terminate as~~
 10 ~~specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated~~
 11 ~~as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such~~
 12 ~~duties as would normally extend beyond this term, including but not limited to, obligations with respect~~
 13 ~~to confidentiality, indemnification, audits, reporting and accounting.~~

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

16 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
 17 term of this Agreement applies. This specific Agreement shall commence as specified in the Referenced
 18 Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement
 19 shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise
 20 sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated
 21 to perform such duties as would normally extend beyond this term, including but not limited to,
 22 obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

26 **XXVII. TERMINATION**

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

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

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

- 35 1. The loss by CONTRACTOR of legal capacity.
- 36 2. Cessation of services.
- 37 3. The delegation or assignment of CONTRACTOR's services, operation or administration to

1 another entity without the prior written consent of COUNTY.

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

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

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

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

12 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

37 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with

1 client's best interests.

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

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

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

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

14
15 **XXVIII. THIRD PARTY BENEFICIARY**

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

19
20 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 «UC_NAME_UC_DBA»

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6 BY: _____ DATED: _____

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9 TITLE: _____

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11 BY: _____ DATED: _____

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14 TITLE: _____

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18 COUNTY OF ORANGE

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20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

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29
30 BY: _____ DATED: _____

31 DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 SOCIALIZATION PROGRAM FOR ISOLATED ADULTS AND OLDER ADULTS SERVICES
 4 WITH
 5 «UC_NAME_UC_DBA»
 6 JULY 1, 2013 THROUGH JUNE 30, 2014

7
8 **I. DEFINITIONS**

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

11 A. Assessment means a professional review and evaluation of an individual’s mental health needs
12 and conditions in order to determine the most appropriate course of services.

13 B. At Risk means a state of high stressor and low protective factor that would increase likelihood
14 of development of a mental illness.

15 C. Case Management means the delivery of individual guidance and support services. Case
16 management services include; but are not limited to, referrals and linkages to needed services such as;
17 resources, coaching, and assistance with translation and transportation.

18 D. Evaluation means the systematic investigation of the value and impact of an intervention or
19 program.

20 E. Follow-up means ensuring that the participant has linked to the referred service and/or
21 successfully transitioned from one service to another.

22 F. Group Intervention means the delivery of services to more than one individual or family.

23 G. Individual Intervention means any strategies or services rendered to a participant on a
24 person-to-person level. Examples include, but are not limited to, education, case management,
25 short-term therapy and life coaching to address individualized goals and objectives.

26 H. Linkage means when an individual is connected to programs or services through warm hand-off
27 or follow-up to ensure connection is made.

28 I. Media Events means culturally relevant activities conducted by CONTRACTOR which are
29 coordinated with and publicized by the media, including radio and TV appearances.

30 J. MHSA means the law that provides funding for expanded community mental health services
31 act, also known as “Proposition 63.”

32 K. Outreach means contact with potential participants to link them to appropriate behavioral health
33 and supportive services; which may include media-based activities that educate the community about
34 services offered and requirements for participation in the program.

35 L. Participant means an individual enrolled in a program who engages in activities aimed at
36 preventing and/or eliminating the development of mental illness.

37 //

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

6 N. PII means any information that could be readily used to identify a specific person, including but
7 not limited to: name, address, telephone number, email address, driver's license number, Social Security
8 number, bank account information, credit card information, or any combination of data that could be
9 used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

10 O. Prevention means the group or individual interventions that occur before the initial onset of a
11 mental health disorder. Prevention promotes positive cognitive, social, and emotional development and
12 encourages a state of well-being that allows the individuals to function well in the face of changing and
13 sometimes challenging circumstances.

14 P. Referral means an individual receives information or contacts for services or programs, or an
15 unsuccessful linkage attempt.

16 Q. Support Group means a group consisting of eight (8) to twelve (12) people (led by a therapist
17 and a co-facilitator/survivor) who provide one another with unconditional support, information, and
18 skills to cope with the psychological stressors and/or loss associated with attempted or completed
19 suicide.

20 R. Training means the action or method used to transfer skills and/or knowledge to a target
21 audience.

22 S. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill
23 during a contractual agreement period.

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II. BUDGET

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

BUDGET

~~ADMINISTRATIVE COSTS~~

«ADMIN_SALARIES»	\$ «ADM_SAL_1»
«ADMIN_BENEFITS»	«ADM_BEN_1»
«ADMIN_SERV_SUPP»	«ADM_SS_1»
«ADMIN_PROF_FEES»	«ADM_PROF_1»
«ADMIN_IND_COSTS»	«ADM_IC_1»
SUBTOTAL ADMINISTRATIVE	\$ «ADM_SUB_1»

~~PROGRAM COSTS~~

«PR_CO_SALARIES»	\$ «PGM_SAL_1»
«PR_CO_BENEFITS»	«PGM_BEN_1»
«PR_CO_SALARIES1»	«PGM_SS_1»
«PR_CO_SUCON»	«PGM_SUBC_1»
SUBTOTAL PROGRAM	\$ «PGM_SUB_1»

~~TOTAL GROSS COSTS~~

~~\$ «TOTAL_G_COSTS»~~

~~REVENUE~~

~~— MHTSA \$ «REV_1»~~

~~TOTAL REVENUE \$ «REV_TOTA_1»~~

~~MAXIMUM OBLIGATION~~

~~\$ «MAX_OB_1»~~

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

BUDGET

ADMINISTRATIVE COSTS

<u>«ADMIN_SALARIES»</u>	<u>\$ «ADM_SAL_1»</u>
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1	<u>«ADMIN BENEFITS»</u>	<u>«ADM BEN 1»</u>
2	<u>«ADMIN SERV SUPP»</u>	<u>«ADM SS 1»</u>
3	<u>«ADMIN PROF FEES»</u>	<u>«ADM PROF 1»</u>
4	<u>«ADMIN IND COSTS»</u>	<u>«ADM IC 1»</u>
5	<u>SUBTOTAL ADMINISTRATIVE</u>	<u>\$ «ADM SUB 1»</u>
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7	<u>PROGRAM COSTS</u>	
8	<u>«PR CO SALARIES»</u>	<u>\$ «PGM SAL 1»</u>
9	<u>«PR CO BENEFITS»</u>	<u>«PGM BEN 1»</u>
10	<u>«PR CO SALARIES1»</u>	<u>«PGM SS 1»</u>
11	<u>«PR CO SUCON»</u>	<u>«PGM SUBC 1»</u>
12	<u>SUBTOTAL PROGRAM</u>	<u>\$ «PGM SUB 1»</u>
13	 	
14	<u>TOTAL GROSS COSTS</u>	<u>\$«TOTAL G COSTS»</u>
15	 	
16	<u>REVENUE</u>	
17	<u>MHSA</u>	<u>\$ «REV 1»</u>
18	<u>TOTAL REVENUE</u>	<u>\$ «REV TOTA 1»</u>
19	 	
20	<u>MAXIMUM OBLIGATION</u>	<u>\$ «MAX OB 1»</u>

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

33 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 34 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 35 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 36 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 37 be made in accordance with GAAP. The client eligibility determination and the fee charged to and

1 collected from clients, if applicable, together with a record of all billings rendered and revenues received
2 from any source, on behalf of clients treated pursuant to the Agreement, must be reflected in
3 CONTRACTOR's financial records.

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

7 III. PAYMENTS

8 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of~~
9 ~~\$«ARREARS_1» per month provided, however, that the total of such payments does not exceed~~
10 ~~COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the~~
11 ~~Agreement.~~

12 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the months of July through
13 December 2013 at the provisional amount of \$«ARREARS_1» per month, and for the months January
14 through June 2014 at the provisional amount of \$«ARREARS_2» per month provided, however, that the
15 total of such payments does not exceed COUNTY's Aggregate Maximum Obligation as set forth in the
16 Referenced Contract Provisions of the Agreement.

17 B. Monthly payments are interim payments only, and subject to final settlement in accordance with
18 the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay
19 supplemental invoices for any month for which the provisional amount specified above has not been
20 fully paid.

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

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

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

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

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

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

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

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

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

13
14 **IV. SERVICES**

15 **A. FACILITIES**

16 1. CONTRACTOR shall maintain a facility/(ies) for the provision of Socialization Program
17 for Isolated Adults and Older Adults services described herein at the following location(s), or any other
18 location approved, in advance, in writing, by ADMINISTRATOR. The facility/(ies) shall include space
19 to support the services identified within the Agreement.

20
21 «FAC_NAME»
22 «FACILITY_ADDR»
23 «FAC_C_S_Z»
24

25 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
26 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening
27 hours until 8:00 p.m. and on weekends in order to accommodate participants unable to participate during
28 regular business hours. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s
29 holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

30 3. CONTRACTOR shall promote participants’ access to services by providing services
31 throughout the community in locations beyond the designated facility. Other locations may include but
32 not be limited to private homes, schools, offices, and other community locations appropriate for the
33 provision of services.

34 **B. SOCIALIZATION SERVICES**

35 ~~1. CONTRACTOR shall provide Socialization Program for Isolated Adults and Older Adults~~
36 ~~services, hereafter referred to Socialization Services, to isolated adults and older adults who reside in~~
37 ~~Orange County that have been identified by CONTRACTOR as being at risk for isolation and/or~~

~~depression, and who are homebound and/or in an isolated environment.~~

1. CONTRACTOR shall provide Socialization Program for Isolated Adults and Older Adults services, hereafter referred to as Socialization Services, to target populations in Orange County that have been identified by CONTRACTOR as being at risk for isolation and/or depression, and who are homebound and/or in an isolated environment as follows:

a. Primary – isolated, older adults, ages sixty and over; and

b. Secondary – isolated adults, ages twenty-six to fifty-nine.

2. CONTRACTOR shall make appropriate transportation available to participants who do not have acceptable access to transportation, to take participants to group socialization activities at community senior centers, or other appropriate community events.

3. CONTRACTOR shall provide participants with education materials on topics such as isolation, depression, daily functioning, community resources for families and caregivers, and other topics deemed necessary by CONTRACTOR and approved by the ADMINISTRATOR. CONTRACTOR shall also actively educate the community and/or target groups that work with isolated adults and older adults about the program’s nature and scope of services to promote visibility and access.

4. CONTRACTOR shall encourage the gradual transition of participants from individual to group activities over a six (6) to twelve (12) month period of time. This transition should progress from one-to-one, largely in-home contact with a designated Life Coach, to appropriate activities in group settings, either in person at a local, community-based socialization center, or via any other approved community resource that builds socialization opportunities, such as telephonic activity groups. Follow-up with participants shall be conducted at least once within sixty (60) calendar days of the successful transition to group activities as an ongoing component of program completion, as life circumstances change for each participant.

5. CONTRACTOR shall make every reasonable effort to accommodate participants’ cultural and linguistic needs and shall communicate with the other Socialization Services providers should referrals be lacking or overwhelming, and will seek assistance from the other Socialization Services providers to obtain or transfer potential participants in need of services. CONTRACTOR shall either directly offer group activities according to the participant’s individualized socialization plan, or refer the participant to the other Socialization Services providers that offer socialization, education, and/or support groups.

6. CONTRACTOR shall offer participants who demonstrate a high risk of mental illness individualized access to a more intensive assessment of psychosocial vulnerabilities, and when applicable, shall be encouraged to follow-up with an existing PCP and receive professional consultation support from CONTRACTOR’s telegeropsychiatrist.

7. CONTRACTOR shall provide assistance for participants who do not have an existing PCP, to locate a satisfactory community resource, for which the telegeropsychiatrist shall be accessible for

1 consultation.

2 8. CONTRACTOR shall when applicable, actively engage and promote interested participants
3 in becoming volunteers and provide them with necessary support and opportunities to apply knowledge
4 and skills learned for the benefits of the participants and the community.

5 9. CONTRACTOR shall coordinate with the telegeropsychiatrist to provide trainings for
6 community PCPs on identifying, treating and referring isolated adults and older adults to reduce the
7 incidence and severity of mental health issues in this population.

8 10. The length of a participant's participation in the program, per the PEI guidelines, shall be
9 six (6) to twelve (12) months.

10 11. CONTRACTOR shall provide the following types of program services:

11 a. Outreach

12 1) CONTRACTOR shall contact individuals, twenty-six (26) years old and above,
13 with a special emphasis on those over the age of fifty-five (55), who are homebound and/or living in
14 isolated environments to assess the potential participant's strengths, vulnerabilities, interests, and
15 demographic characteristics.

16 2) CONTRACTOR shall conduct interviews of individuals by phone or in person,
17 within three (3) calendar days of the initial inquiry.

18 3) CONTRACTOR shall conduct individual home visits in order to assess potential
19 participant's strengths, vulnerabilities, interests, and demographic characteristics.

20 b. Assessment and Individualized Socialization Plan Development

21 1) CONTRACTOR shall use screening tools such as the Patient Health Questionnaire
22 (PHQ-9), WHO 5 Well-Being Index, and the Social Functioning Survey to assess potential participants
23 and to develop the individualized socialization plan.

24 2) CONTRACTOR shall maintain responsibility for those individuals whose
25 vulnerabilities exceed the socialization program's scope, and shall maintain contact with those
26 individuals until CONTRACTOR connects them with other, more appropriate resources.

27 c. Matching

28 1) CONTRACTOR shall pair participants with staff and/or volunteers, and assign
29 participants to a waiting list, if necessary.

30 2) CONTRACTOR shall maintain periodic contact with waitlisted participants until
31 such time as a staff member can begin face-to-face contact.

32 d. Activities

33 1) CONTRACTOR shall perform activities with participants, to include, but not be
34 limited to, the following:

35 a) Community Events - participation in organized events where information about
36 the program is shared with other service providers, potential participants and community members.

37 b) Volunteer Hours - Hours spent by an individual who provides either direct or

1 supportive services and receives no monetary compensation.

2 c) Home Visit - A meeting with a participant outside of the provider’s office at a
3 location that is convenient for the participant.

4 d) Resource Linkage - When an individual is connected to programs or services
5 through warm hand-off or follow-up to ensure the connection is made.

6 e) Follow-up - A contact made within 60 days of a participant’s discharge from
7 the program to support participant’s ongoing socialization plan.

8 f) Education/Skills Groups - A meeting conducted by your agency of two (2) or
9 more participants which has a focus of providing information and/or teaching a skill.

10 g) Socialization Groups - A meeting/group facilitated by your agency, consisting
11 of two (2) or more participants which has a focus of providing an opportunity for the participants to
12 interact/socialize with others.

13 h) Telegeropsychiatrist Consultation Hours - Hours of service provided by the
14 telegeropsychiatrist, including consultation with program staff regarding participants, psychiatric
15 assessment and evaluation, case management, education or consultation to PCPs.

16 i) Telegeropsychiatrist PCPs Trained - Number of primary care and medical
17 support providers who receive training from the telegeropsychiatrist on assessing, identifying, treating
18 and referring isolated adults and older adults.

19 j) Transportation Trips - One-way transportation for which the contractor
20 facilitates or provides the transportation.

21 ~~12. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units~~
22 ~~of service as specified below:~~

— «COM_EVE»	«UNIT_CE»
— «VOL_HRS»	«UNIT_VH»
— «HOM_VIS»	«UNIT_HV»
— «RES_LINK»	«UNIT_RL»
— «FOLL_UP»	«UNIT_FU»
— «ED_SK_GRP»	«UNIT_ESG»
— «SOC_GRP»	«UNIT_SG»
— «TEL_CON_HRS»	«UNIT_TCH»
— «TEL_PC_TR»	«UNIT_TPT»
— «TRAN_TR»	«UNIT_TT»

34
35 12. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units
36 of service as specified below:

1	«COM_EVE»	«UNIT_CE»
2	«VOL_HRS»	«UNIT_VH»
3	«HOM_VIS»	«UNIT_HV»
4	«RES_LINK»	«UNIT_RL»
5	«FOLL_UP»	«UNIT_FU»
6	«ED_SK_GRP»	«UNIT_ESG»
7	«SOC_GRP»	«UNIT_SG»
8	«TEL_CON_HRS»	«UNIT_TCH»
9	«TEL_PC_TR»	«UNIT_TPT»
10	«TRAN_TR»	«UNIT_TT»

C. OUTCOME MEASURES

1. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures across all services. Outcome measures shall include, but are not limited to Social Functioning Survey, Patient Health Questionnaire (PHQ-9), WHO 5 Well-Being Index, and Participant Satisfaction Survey completed at program start, at a designated point-in-time, and upon completion. After participant exits the program, CONTRACTOR shall follow-up to track sustainability of social functioning. For participants who demonstrate a level of emotional vulnerability that exceeds the program scope, linkages will be made for more intensive intervention.

2. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as hearing impaired.

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

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

	<u>FTEs</u>
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6	«ADMIN»	
7	«ADMIN 1 1»	«FTE 1 A»
8	«ADMIN 2 1»	«FTE 2 A»
9	«ADMIN 3 1»	«FTE 3 A»
10	«ADMIN 4 1»	«FTE 4 A»
11	«ADMIN 5 1»	«FTE 5 A»
12	«ADMIN 6 1»	«FTE 6 A»
13	«ADMIN 7 1»	«FTE 7 A»
14	«ADMIN 8 1»	«FTE 8 A»
15	«ADMIN 9 1»	«FTE 9 A»
16	«ADMIN 10 1»	«FTE 10 A»
17	«SUBTOTAL ADMINISTRATION»	«FTE SUB 11A»
18	<u>PROGRAM</u>	
19	«PGM 1 1»	«FTE 1 P»
20	«PGM 2 1»	«FTE 2 P»
21	«PGM 3 1»	«FTE 3 P»
22	«PGM 4 1»	«FTE 4 P»
23	«PGM 5 1»	«FTE 5 P»
24	«PGM 6 1»	«FTE 6 P»
25	«PGM 7 1»	«FTE 7 P»
26	«PGM 8 1»	«FTE 8 P»
27	«PGM 9 1»	«FTE 9 P»
28	«PGM 10 1»	«FTE 10 P»
29	<u>SUBTOTAL PROGRAM</u>	«FTE SUB 11P »
30	«SUBCONTRACTOR»	«SUBC 1»
31		
32	«Sub SC»	«SUBC 2»
33		
34	<u>TOTAL FTEs</u>	«TTL_FTE 1»

36 B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the needs
 37 of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff

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

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

13 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
 14 trained volunteers and/or interns. CONTRACTOR shall provide ongoing supervision to volunteers
 15 and/or interns consistent with the prevailing educational and practice standards or as specified by
 16 ADMINISTRATOR.

17 E. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 18 any staffing vacancies that occur during the term of the Agreement.

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

22 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 23 Staffing Paragraph of this Exhibit A to the Agreement.

24 **VI. REPORTS**

25
 26 A. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
 27 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
 28 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings
 29 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
 30 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
 31 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
 32 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth
 33 (20th) calendar day following the end of the month being reported.

34 B. FISCAL

35 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 36 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
 37 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described

1 in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual
 2 productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR
 3 no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR
 4 must request in writing any extensions to the due date of the monthly required reports.

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

12 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 13 CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or
 14 provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20)
 15 calendar days following the end of the month being reported.

16 D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall
 17 submit such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's
 18 activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of
 19 information requested.

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

22 **VII. RESPONSIBILITIES**

23 A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 24 Program P&Ps as referenced in the Agreement.

25 B. CONTRACTOR shall ensure that all staff, interns, and volunteers complete necessary training
 26 prior to performing duties associated with their titles and receive scheduled ongoing supervision and
 27 support as deemed appropriate. These trainings might include, but not limited to, components as
 28 specified in the Staffing Paragraph of this Exhibit A to the Agreement, legal mandates and ethical
 29 behavior; and any other training necessary to assist ADMINISTRATOR and COUNTY to be in
 30 compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

31 C. CONTRACTOR shall ensure that CONTRACTOR's program staff, pursuant to the Agreement,
 32 complete COUNTY's Annual Compliance Training and attend trainings as requested by
 33 ADMINISTRATOR.

34 D. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to discuss contractual
 35 and other issues related to, but not limited to, compliance with the Agreement, program services, and
 36 performance objectives and outcomes.
 37

1 E. CONTRACTOR shall provide effective administrative management of the budget, staffing,
2 recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to
3 subcontractors, CONTRACTOR must ensure that subcontractor(s) possess the qualifications and
4 capacity to perform all delegated responsibilities. Effective administrative management shall include,
5 but is not limited to the following:

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

17 F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues
18 that adversely affect the quality or accessibility of participant-related services provided by, or under
19 contract with the COUNTY.

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

25 H. CONTRACTOR shall not engage in, or permit any of its employees, subcontractors, or
26 volunteers to conduct research activity on participants without obtaining prior written authorization from
27 ADMINISTRATOR.

28 I. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
29 ensure compliance with units of service standards, productivity, and performance measures.

30 J. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

31 K. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&P's.

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

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35 //
36 //
37 //