

1 FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
2 ADULT MENTAL HEALTH INPATIENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 «UC_NAME» «UC_DBA»
7 JULY 1, 2011 THROUGH JUNE 30, 2013

8
9 THIS FIRST AMENDMENT TO AGREEMENT entered into this ~~1st~~ 26th day of ~~July 2011~~
10 February 2013, which date is enumerated for purposes of reference only, is by and between the
11 COUNTY OF ORANGE (COUNTY) and «UC_NAME» «UC_DBA», «CORP_STAT»
12 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency
13 (ADMINISTRATOR).

14
15 **W I T N E S S E T H:**

16
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
18 Adult Mental Health Inpatient Services described herein to the residents of Orange County; and
19 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
20 conditions hereinafter set forth:

21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2011 through June 30, 2013

"Period One" means the period from July 1, 2011 through June 30, 2012

"Period Two" means the period from July 1, 2012 through June 30, 2013

Aggregate Maximum Obligation:

Period One Maximum Obligation:	\$4,273,420
Period Two Maximum Obligation:	4,273,420 4,375,163
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$8,546,840 <u>8,648,583</u>

Basis for Reimbursement: Fee For Service

Payment Method: Fee For Service

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «LC_NAME»
 «LC_DBA»
 «ADDRESS»
 «CITY_STATE_ZIP»

CONTRACTOR's Insurance Coverages:

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

I. ALTERATION OF TERMS

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

II. COMPLIANCE

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

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

2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR’s Compliance Program and related policies and procedures.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Compliance Program or establish its own, provided CONTRACTOR’s Compliance Program has been approved by ADMINISTRATOR’s Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

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

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

6. Upon approval of CONTRACTOR’s Compliance Program by ADMINISTRATOR’s Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR’s Compliance Program and related policies and procedures.

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

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

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

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

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

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

15 3. CONTRACTOR shall screen all current Covered Individuals semi-annually to ensure that
16 they have not become Ineligible Persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9
10 **III. CONFIDENTIALITY**

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

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

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

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

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

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IV. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

C. For CONTRACTORS which are for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

V. EMPLOYEE ELIGIBILITY VERIFICATION

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

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VI. EXPENDITURE REPORT

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

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

VII. FACILITIES, PAYMENTS AND SERVICES

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

VIII. INDEMNIFICATION AND INSURANCE

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

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

C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days

1 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
2 each party shall cooperate with the indemnifying party in its defense.

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

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

12 13 **IX. INSPECTIONS AND AUDITS**

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

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

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

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

28 c. Compliance with COUNTY Client Grievances Procedures.

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

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

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

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

3 D. AUDIT RESPONSE

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

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

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

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

23
24 **X. LICENSES AND LAWS**

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

32 B. The parties shall comply with all laws, rules or regulations applicable to the services provided
33 hereunder, as any may now exist or be hereafter amended or changed, except those provisions or
34 application of those provisions waived by the Secretary of the Department of Health and Human
35 Services. These laws, regulations, and requirements shall include, but not be limited to:

- 36 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
37 2. State of California Health and Safety Code, Sections 1250 et seq.;

1 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
2 Abuse Reporting;

3 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;

4 5. Code of Federal Regulations (CFR), Title 42 and Title 45;

5 6. United States Code (U.S.C.A.) Title 42;

6 7. Federal Social Security Act, Title XVIII and Title XIX;

7 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);

8 9. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);

9 10. Policies and procedures set forth in Mental Health Plan (MHP) Letters;

10 11. Policies and procedures set forth in Department of Mental Health (DMH) Letters;

11 12. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be
12 hereafter amended, and if applicable.

13 13. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.

14 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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XI. LITERATURE

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

B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks, presently existing or later established, of the other party nor its employees in any advertisement, press release or publicity with reference to this Agreement without the prior written approval of the other party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted provider of Adult Mental Health Inpatient Services for the residents of Orange County as provided in subparagraph A above. ADMINISTRATOR may include reference to Adult Mental Health Inpatient Services provided by CONTRACTOR in informational materials relating to the continuum of care provided using federal, state and county funds.

XII. MAXIMUM OBLIGATION

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Adult Mental Health Inpatient Services during Period One and Period Two are 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. This Aggregate Maximum Obligation shall not apply to payments for specialized services provided for in Subparagraph III.E. of Exhibit A to this Agreement.

XIII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, CONTRACTOR 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. CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

1 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
2 shall state that all qualified applicants will receive consideration for employment without regard to
3 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
4 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement
5 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

10 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
11 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
12 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
13 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
14 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
15 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
16 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
17 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
18 regulations, as all may now exist or be hereafter amended or changed.

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

- 21 a. Denying a client or potential client any service, benefit, or accommodation.
- 22 b. Providing any service or benefit to a client which is different or is provided in a
23 different manner or at a different time from that provided to other clients.
- 24 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
25 by others receiving any service or benefit.
- 26 d. Treating a client differently from others in satisfying any admission requirement or
27 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
28 any service or benefit.
- 29 e. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

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

XIV. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

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1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
2 Parcel Service, or other expedited delivery service.

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

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

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

11
12 **XV. NOTIFICATION OF DEATH**

13 **A. NON-TERMINAL ILLNESS DEATH**

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

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

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

24 **B. TERMINAL ILLNESS DEATH**

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

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

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XVI. RECORDS MANAGEMENT AND MAINTENANCE

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

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS) manual.
3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS) manual.
4. State of California, Health and Safety Code §123145.
5. Title 45 Code of Federal Regulations (CFR), §164.501; §164.524; §164.526; §164.530(c) and (j).

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies and Procedures (P&P) (COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

4 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
5 or site visit.

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

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

10 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
11 security of Personally Identifiable Information (PII) and/or Protected Health Information (PHI).
12 CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or
13 PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or
14 facsimile.

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

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

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

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

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

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

32 O. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
33 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
34 is requested by the PRA request.

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XVII. REVENUE

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

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

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

XVIII. SEVERABILITY

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

XIX. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
 2. Lobbying any governmental agency or official or making political contributions.
- CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Supplanting current funding for existing services.
 4. Fundraising.
 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

CONTRACTOR's staff, volunteers, or members of the Board of Directors.

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1 6. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or
2 services.

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

6 8. Paying an individual salary or compensation for services at a rate in excess of the current
7 Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management
8 (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

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

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

13 2. Purchasing major medical equipment.

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

16 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
17 CONTRACTOR’s clients.

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

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

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

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

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25 **XX. STATUS OF CONTRACTOR**

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

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XXI. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Master Agreement applies. The term of this Master Agreement shall commence on July 1, 2011 and terminate on June 30, 2013; provided, however, that the specific term for CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and provided further that the parties shall continue to be obligated to comply with the requirements and perform the duties specified in this Agreement. Such duties include, but are not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

XXII. TERMINATION

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

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

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

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

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D. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budgets approved by the Board of Supervisors.

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

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

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

- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.
- 5. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

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

XXIII. THIRD PARTY BENEFICIARY

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

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

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4 «UC_NAME»

5 «UC_DBA»
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8 BY: _____

DATED: _____

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10 TITLE: _____

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13 BY: _____

DATED: _____

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15 TITLE: _____
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19 COUNTY OF ORANGE

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22 BY: _____

DATED: _____

23 HEALTH CARE AGENCY
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27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

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31 BY: _____

DATED: _____

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

1 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
2 signature alone is required by HCA.
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EXHIBIT A
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»

JULY 1, 2011 THROUGH JUNE 30, 2013

I. DEFINITIONS

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

A. For payment purposes, "Adult Mental Health Inpatient Services" means all services required by this Agreement except Computerized Tomography Scan Testing Services and Medical Services.

B. "Unit of Service" means one (1) calendar day during which CONTRACTOR provides all of the Mental Health Inpatient Services described hereunder, which day shall begin at twelve o'clock midnight. The number of billable Units of Service shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day.

C. "Psychiatric Inpatient Hospital Services" means services, including ancillary services, provided in an acute care hospital for the care and treatment of an acute episode of mental illness.

D. "National Provider Identifier" (NPI) means the standard unique health identifier that was adopted by the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers.

E. "Notice of Privacy Practices (NPP)" is a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provided as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "Protected Health Information (PHI)" is individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity, and relates to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual.

G. "Health Care Services" means any preventive, diagnostic, treatment, or support services, including professional services, which may be medically necessary to protect life, prevent significant disability, and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.

H. Serious medical conditions that require urgent health care services are defined as any preventive, diagnostic, treatment, or supportive services, including professional services, which may be medically necessary to protect life, present significant disability, and/or treat diseases, illnesses, or injuries in order to prevent serious deterioration of health.

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II. PAYMENTS

A. Adult Mental Health Inpatient Services - COUNTY shall pay CONTRACTOR, at the following rates; provided, however, the total of all payments to CONTRACTOR and all other contract providers of Adult Mental Health Inpatient Services shall not exceed COUNTY's Aggregate Maximum Obligation for Period One and Period Two as specified in the Referenced Contract Provisions of this Agreement.

1. CONTRACTOR shall bill ADMINISTRATOR at the rate of \$«RATE_1» per bed day for the first «BEDS» bed days per period for a total amount of \$«TTL_AMT». Any bed days utilized over and above «BEDS» bed days per period shall be billed at \$«RATE_2» per bed day. If at the end of each period, the total amount billed is less than \$«TTL_AMT», CONTRACTOR shall bill ADMINSTRATOR the difference between the total billings and \$«TTL_AMT».

2. Rates are inclusive of all psychiatric inpatient hospital services and shall constitute payment in full for these services.

3. For clients who have coverage for physician and psychologist services (e.g., Medicare Part A), reimbursement shall be limited to \$500 per day for Psychiatric Hospital Services only.

B. Physician/Psychologist Services - Hospital providers shall bill on behalf of the physician and/or psychologist providing services to COUNTY clients and COUNTY shall include reimbursement for physician and psychologist services in COUNTY's reimbursement to hospital providers. Hospital providers shall be responsible for ensuring that this reimbursement is provided to the physician and/or psychologist.

C. COUNTY will pay for ambulance or medical van transportation to and from designated mental health or health facilities for COUNTY clients receiving services in accordance with the COUNTY's Medical Transportation contract.

D. CONTRACTOR shall bill ADMINISTRATOR monthly in arrears. CONTRACTOR's billings shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) working day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

1. Upon receipt of a correctly completed billing form and all required supporting documentation, ADMINISTRATOR shall:

a. Approve the claim if medical necessity criteria are present for the requested reimbursement period.

b. Deny the claim if medical necessity criteria are not present for the requested reimbursement period.

2. CONTRACTOR may appeal ADMINISTRATOR's decision by sending a cover letter with an explanation of CONTRACTOR's disagreement to ADMINISTRATOR within ninety (90) calendar days of receiving the claim.

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2 3. ADMINISTRATOR shall submit to CONTRACTOR a written summary of the review and
3 rationale for each decision within sixty (60) calendar days of receiving the letter of appeal. The decision
4 of ADMINISTRATOR shall be final.

5 4. In the event that the appeal is overturned, ADMINISTRATOR shall coordinate with
6 CONTRACTOR regarding the submission of an adjusted invoice.

7 E. CONTRACTOR shall make a good faith effort to bill and collect to the full extent of coverage
8 those claims covered by all known third-party, primary, or other insurance or third party-payors
9 (including client fees) for hospital services provided.

10 F. If CONTRACTOR, during the term of this Agreement, identifies and receives reimbursement
11 from a third party, primary or other insurance claim for services reimbursed through this or any prior
12 Agreement, CONTRACTOR shall, within thirty (30) days of receipt, reimburse the COUNTY an
13 amount equal to the payment for the services paid by COUNTY to CONTRACTOR or the third party,
14 primary or other insurance claim payment, whichever is less.

15 G. If any reimbursement due the COUNTY is not paid by CONTRACTOR in accordance with
16 subparagraph F. above, the ADMINISTRATOR shall reduce CONTRACTOR's payment by an amount
17 not to exceed the amount to be reimbursed.

18 H. Following notification from ADMINISTRATOR that any client served under this contract has
19 become eligible for Medi-Cal, CONTRACTOR agrees to submit retroactive Medi-Cal Treatment
20 Authorization Requests (TARs) to ADMINISTRATOR for review. Further, CONTRACTOR agrees to
21 submit hospital claims to EDS and upon receipt of payment, will refund the COUNTY within sixty (60)
22 days for the total amount previously paid for bed day stay less payment made for professional services
23 during the Medi-cal eligibility period.

24 I. When Health Care Services are provided to any COUNTY client who does not have medical
25 insurance coverage, hospital providers may submit a claim to the COUNTY's Medical Services (MS)
26 program under the following scenarios:

27 1. The Adult Mental Health Inpatient (AMHI) client must be currently eligible for MS and the
28 service may have to be prior-approved by the MS Authorizations Department

29 2. If clinically appropriate, the AMHI client must be transferred to an acute medical bed
30 should the client need treatment related to a medical service that is covered under the scope of the MS
31 program.

32 3. If the AMHI client needs ancillary services related to a medical condition while housed in
33 the psychiatric unit, MS may cover the service.

34 J. OUTPATIENT ELECTRO-CONVULSIVE THERAPY – CONTRACTOR may cause to be
35 provided ECT services on an outpatient basis to COUNTY referred clients. Such requests are expected
36 to be infrequent and shall be reimbursed as follows:

37 1. Hospital Services: \$100 per visit

- 2. Physician Services: \$90 per visit
- 3. Ancillary Services: As negotiated in writing between CONTRACTOR and COUNTY.
- 4. Any Other Services: As negotiated in writing between CONTRACTOR and COUNTY.

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

L. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

III. SERVICES TO BE PROVIDED

A. DESCRIPTION OF SERVICES

CONTRACTOR shall provide acute psychiatric mental health inpatient services for adults with co-occurring medical problems. Services shall be provided in an acute care hospital for the care and treatment of an acute episode of mental illness.

B. FACILITY

1. CONTRACTOR shall provide, within a designated licensed locked acute unit, Adult Mental Health Inpatient Services as defined within this Exhibit A to the Agreement.

2. CONTRACTOR shall provide services that include space for dining, group therapy, activities therapy, day rooms, visitor rooms, and a seclusion room.

C. ADMISSION CRITERIA AND PROCEDURES

1. Persons To Be Served – Services shall be provided to only those persons authorized by the COUNTY’s Evaluation and Treatment Services Unit (ETS). Unless otherwise approved by ADMINISTRATOR, such persons shall be experiencing acute psychiatric disorders and hospitalized pursuant to W&I Code Sections 5150, 5250, 5300, 5350, 5358, and 6000, as now in existence or as hereafter amended. At its sole discretion, COUNTY shall make referrals based upon clients aged eighteen (18) through sixty-four (64), the relative geographic proximity of the hospital to the residence of the client’s family, the availability of beds, and the appropriateness of the treatment milieu.

a. Through COUNTY’s ETS, COUNTY shall screen and determine appropriateness of referrals for admission of COUNTY clients to CONTRACTOR’s locked unit. COUNTY shall, at the time of admission, provide initial treatment authorization. CONTRACTOR shall not refuse admissions from COUNTY’s ETS.

b. COUNTY may conduct periodic treatment reviews at any time during the course of a COUNTY client’s hospitalization.

c. If COUNTY does not approve CONTRACTOR’s request for extended treatment, CONTRACTOR shall be responsible for effecting the appropriate transfer and/or discharge of the COUNTY client. In any case, if CONTRACTOR elects to provide inpatient treatment without the express authorization of COUNTY, CONTRACTOR shall assume responsibility for the cost of such treatment.

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2 d. CONTRACTOR shall allow COUNTY to take part in Utilization Review and Quality
3 Assurance activities if such attendance will not waive any privilege granted by law.

4 e. Primary criteria for continued treatment within the acute inpatient setting shall include,
5 but not be limited to, the medical necessity of hospitalization within a secure acute medical setting as
6 reflected within the medical record. COUNTY's Director of Behavioral Health Services or designee
7 may determine a COUNTY client no longer meets this primary criteria and request that CONTRACTOR
8 discharge the COUNTY client to a facility appropriate for the COUNTY client's treatment requirements.

9 2. COUNTY is not financially responsible for the evaluation and treatment of unfunded
10 psychiatric clients, unless they are referred by ETS or pre-authorized by ETS for admission.

11 D. PSYCHIATRIC AND ANCILLARY SERVICES

12 1. CONTRACTOR shall provide acute hospital inpatient psychiatric and support services,
13 designed to engage seriously mentally ill adults, including those who are dually diagnosed, in a
14 partnership to achieve the individual's wellness and recovery goals. Services shall be a recovery
15 oriented, non-coercive and focused on assisting clients to become more independent and self-sufficient
16 as evidenced by discharges to lower levels of care. Services including groups, activities therapy, and
17 other adjunctive therapy as specified herein to COUNTY clients with mental, emotional, or behavioral
18 disorders will be recovery based.

19 2. CONTRACTOR shall provide services in collaboration with COUNTY's Director of
20 Behavioral Health Services or designee.

21 3. CONTRACTOR shall provide psychiatric treatment and support services in accordance
22 with all applicable laws and regulations, including but not limited to:

23 a. A psychiatric evaluation, within twenty-four (24) hours of admission, by a licensed
24 psychiatrist which shall include a psychiatric history, diagnosis, and evaluation in accordance with the
25 Diagnostic and Statistical Manual, Volume Four (DSM IV-TR).

26 b. Medical history and physical examination of each COUNTY client within twenty-four
27 (24) hours of admission.

28 c. Case staffing of each new COUNTY client within twenty-four (24) hours of admission.

29 d. A log for the case staffing which list the COUNTY client's name, diagnosis, and
30 estimated length of stay.

31 e. Individual treatment plan (ITP) for each COUNTY client.

32 f. Psychiatric, psychological, and social services compatible with the ITP.

33 g. Appropriate collateral therapy and interventions for each COUNTY client.

34 h. Appropriate one-on-one COUNTY client-to-staff counseling as appropriate to the
35 diagnosis and ITP.

36 i. Documentation of COUNTY client's attendance/participation in collateral therapy
37 including schedule of therapies, attendance log, and medical record progress notes.

1 j. Daily rounds and progress notes by psychiatrists on all COUNTY clients.

2 k. Discharge planning, continuing care planning, and referral services. COUNTY shall
3 provide such assistance, as COUNTY deems necessary, to assist providers' Social Services staff to
4 initiate, develop and finalize discharge planning and necessary follow-up services.

5 l. For COUNTY clients who are being referred at discharge to a Skilled Nursing Facility
6 (SNF), CONTRACTOR shall document in the medical record at least four (4) SNF contacts daily,
7 Monday through Friday, until the client is either discharged or no longer requires SNF level of care.

8 m. For COUNTY clients waiting for long term care placement, CONTRACTOR shall
9 document in the medical record contact with the COUNTY's Long-Term Care (LTC) Unit at least once
10 every seven (7) days until the client is either discharged or no longer requires long-term care.

11 n. CONTRACTOR shall arrange a specific date and time for an aftercare appointment for
12 any client referred at discharge to a COUNTY outpatient clinic. CONTRACTOR shall fax to the
13 County outpatient clinic at the time of discharge the Allied Behavioral Care (ABC) Hospital Discharge
14 Referral Form or the hospital's aftercare plan, the initial psychiatric evaluation, history and physical
15 examination report, recent lab studies, medication list, and any medical consults.

16 o. COUNTY clients shall be discharged with seven (7) days of medications. This includes
17 psychiatric medications and other medications needed to treat concurrent medical conditions.

18 p. On-call psychiatric and medical specialist coverage twenty-four (24) hours per day,
19 seven (7) days per week.

20 4. CONTRACTOR shall provide all ancillary services necessary for the evaluation and
21 treatment of psychiatric conditions, including:

22 a. Initial laboratory services consistent with CONTRACTOR's usual and customary
23 hospital admitting protocol.

24 b. Additional laboratory and diagnostic services when necessary for the initiation and
25 monitoring of psychiatric medication treatments.

26 c. Pharmaceutical services.

27 d. A conflict resolution process may be initiated by either party to this Agreement in the
28 event of a disagreement between CONTRACTOR and ADMINISTRATOR regarding the
29 appropriateness of proposed laboratory and/or diagnostic services. ADMINISTRATOR's designated
30 psychiatrist will review said proposed services and render a decision that will be binding on both parties.

31 5. CONTRACTOR shall provide, or cause to be provided, expert witness testimony by
32 appropriate mental health professionals in all legal proceedings required for the institutionalization,
33 admission, or treatment of COUNTY clients. These services shall include, but not be limited to, writs of
34 habeas corpus, Capacity (Reise) hearings, conservatorship, probable cause hearings, Court-ordered
35 evaluation, and appeal and post-certification proceedings.

36 a. COUNTY will represent CONTRACTOR, at COUNTY's sole cost and expense, in all
37 legal proceedings required for conservatorship. CONTRACTOR shall cooperate with COUNTY in all

1 such proceedings.

2 b. COUNTY will provide hearing officers for probable cause hearings for COUNTY
3 clients only.

4 E. MEDICAL SERVICES

5 1. CONTRACTOR shall provide or cause to be provided all health care services deemed
6 appropriate according to usual and customary hospital practices without regard for payer status. This
7 includes physician or other professional services required by COUNTY clients and escort of such
8 COUNTY clients to and from medical treatment. A conflict resolution process may be initiated by
9 either party to this Agreement in the event of a disagreement regarding the appropriateness of rendering
10 urgent health care services. ADMINISTRATOR’s designated psychiatrist will review proposed medical
11 services and render a decision that will be binding on both parties.

12 2. INPATIENT ELECTRO-CONVULSIVE THERAPY – CONTRACTOR may cause to be
13 provided Electro-Convulsive Therapy, herein referred to as “ECT” to COUNTY referred clients with the
14 prior approval of COUNTY. Such approval shall be documented in the COUNTY client’s medical
15 record. Such requests are expected to be infrequent.

16 3. OUTPATIENT ELECTRO CONVULSIVE THERAPY – CONTRACTOR may cause to be
17 provided ECT services on an outpatient basis to COUNTY clients. Such requests are expected to be
18 infrequent.

19 4. COMPUTERIZED TOMOGRAPHY SCAN TESTING (CT) – CONTRACTOR may, as
20 part of the diagnosis and evaluation of a COUNTY client’s psychiatric condition, authorize necessary
21 CT scanning. CONTRACTOR shall receive approval of ADMINISTRATOR before such testing, and
22 document this approval in the client’s medical record.

23 5. SPECIALIZED SERVICES - Upon request by COUNTY, CONTRACTOR shall provide or
24 cause to be provided medical services or diagnostic testing services to persons referred by COUNTY
25 including, but not limited to, persons referred by COUNTY from Metropolitan State Hospital.
26 Reimbursement for such services shall be agreed upon, in writing, by the CONTRACTOR and
27 ADMINISTRATOR prior to provision of services by the hospital.

28 F. ADDITIONAL SERVICES - CONTRACTOR shall provide those services required of general
29 acute care hospitals which shall at a minimum include, but not be limited to, the following:

30 1. Direct Services – including a therapeutic milieu, room and dietetic services, nursing
31 services, including drug administration and client care, and a client activity program including OT/RT
32 services.

33 2. Support Services – including housekeeping, laundry, maintenance, medical records, and
34 drug order processing services.

35 3. In-Service Training – Provide formalized in-service training to staff that focuses on subjects
36 that increase their expertise in mental health services and ability to manage and serve clients.

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2 4. Program Description – Maintain a COUNTY approved written description of the inpatient
3 psychiatric program, which shall include goals, objectives, philosophy, and activities which reflect the
4 active involvement of nursing personnel in all aspects of the inpatient therapeutic milieu.

5 G. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
6 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
7 shall be in compliance with the current Joint Commission requirements related to the provision of
8 Culturally and Linguistically Appropriate Health Care. If CONTRACTOR is not accredited by the Joint
9 Commission, CONTRACTOR shall maintain documentation of such efforts which may include, but not
10 be limited to: records of participation in COUNTY sponsored or other applicable training, recruitment
11 and hiring policies and procedures, copies of literature in multiple languages and formats, as appropriate,
12 and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are
13 physically challenged.

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

19 I. CLINICAL CARE STANDARDS

20 1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, the overall
21 goal of which is the maintenance of high quality client care and effective utilization of services offered.
22 This plan shall include utilization review, peer review, and medication monitoring as mandated by the
23 State Department of Mental Health. CONTRACTOR shall adhere to the standards set forth in Title 9 of
24 the California Code of Regulations.

25 2. CONTRACTOR shall allow ADMINISTRATOR to take part in utilization review
26 activities.

27 J. STAFFING

28 1. For the unit in which services are provided pursuant to this Agreement, CONTRACTOR
29 shall provide clinical staffing as required by Title 9, CCR, Section 663 as it exists now or may hereafter
30 be amended or changed.

31 2. CONTRACTOR shall provide administrative and clerical staff to support the
32 above-mentioned staffing and the services provided pursuant to this Agreement.

33 K. NPI – All HIPAA covered healthcare providers, individuals and organizations must obtain an
34 NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals
35 for life.

36 L. NPP – CONTRACTOR shall provide, upon request, the NPP for the County of Orange, as the
37 Mental Health Plan, to any individual who received services under this Agreement.

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2 **IV. COUNTY'S RESPONSIBILITIES**

3 A. ADMINISTRATOR shall:

4 1. Assist CONTRACTOR's social services staff to initiate, develop, and finalize discharge
5 planning, necessary follow-up services, and placement as necessary.

6 2. Conduct a financial evaluation of each client, including application of Uniform Method for
7 Determining Ability to Pay (UMDAP) to clients.

8 3. Provide necessary client transportation between the facility and another mental health
9 facility or a health facility in accordance with COUNTY's Medical Transportation Contract.

10 4. Review the quantity and quality of services provided pursuant to this Agreement.

11 5. Review CONTRACTOR's procedures for Utilization Review, Peer Review, and Medication
12 Monitoring of clients who are provided services pursuant to this Agreement.

13 B. COUNTY may choose to provide the psychiatric services set forth in Section II, Paragraph.C.3.
14 of this Exhibit A. COUNTY psychiatrists providing such services at CONTRACTOR's facility shall file
15 an application with CONTRACTOR for staff membership, meet the requirements set by
16 CONTRACTOR for its own medical staff, adhere to all necessary rules and regulations of
17 CONTRACTOR, and stipulate in writing, on a case-by-case basis, that the psychiatrist is assuming
18 responsibilities set forth in Section III of Exhibit A to this Agreement.

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20 **V. ISSUE RESOLUTION**

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

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

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

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

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

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5 **VI. PATIENT'S RIGHTS**

6 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
7 poster as well as the Orange County HCA Mental Health Plan Complaint and Grievance poster in
8 locations readily available to clients and staff and have complaint forms and complaint envelopes readily
9 accessible to clients

10 B. In addition to those processes provided by COUNTY, CONTRACTOR shall have complaint
11 resolution and grievance processes approved by COUNTY, to which the beneficiary shall have access.

12 1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily
13 understood steps designed to resolve disputes as quickly and simply as possible.

14 2. CONTRACTOR's complaint resolution and grievance processes shall incorporate
15 COUNTY's grievance, patients' rights, and utilization management guidelines and procedures.

16 C. Complaint Resolution and Grievance Process – COUNTY shall implement complaint and
17 grievance procedures that shall include the following components:

18 1. *Complaint Resolution.* This process will specifically address and attempt to resolve client
19 complaints and concerns at CONTRACTOR's facility. Examples of such complaints may include
20 dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the
21 physical plant.

22 2. *Formal Grievance.* When the client's complaint is not resolved at CONTRACTOR's
23 facility and the client or client representative requests it, the complaint becomes a formal grievance. The
24 request is made to County Mental Health Inpatient Services and represents the first step in the formal
25 grievance process.

26 3. *Title IX Rights Advocacy.* This process may be initiated by a client who registers a statutory
27 rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients'
28 Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which
29 involve the County Behavioral Health Services Director and the State Patients' Rights Office.

30 D. The parties agree that clients have recourse to initiate a complaint to CONTRACTOR, appeal to
31 the County Patients' Rights Office, file a formal grievance, and file a Title IX complaint. The Patients'
32 Advocate shall advise and assist the client, investigate the cause of the complaint or grievance, and
33 attempt to resolve the matter

34 E. No provision of this Agreement shall be construed as to replacing or conflicting with the duties
35 of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

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VII. REPORTS

ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and allow thirty (30) calendar days for CONTRACTOR to respond.

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