

1   AGREEMENT FOR PROVISION OF  
2   MENTAL HEALTH INPATIENT SERVICES TO ADOLESCENTS AND CHILDREN  
3   BETWEEN  
4   COUNTY OF ORANGE  
5   AND  
6   «UC\_NAME»  
7   JULY 1, 2012<sup>0</sup> THROUGH JUNE 30, 2014<sup>2</sup>

8  
9           THIS AGREEMENT entered into this 1st day of July 2012<sup>0</sup>, which date is enumerated for purposes  
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 «UC\_NAME», a California «Org\_Status» (CONTRACTOR). This Agreement shall be administered by  
12 the County of Orange Health Care Agency (ADMINISTRATOR).

13  
14   **W I T N E S S E T H :**

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16           WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
17 Mental Health Inpatient Services to Adolescents and Children described herein to the residents of  
18 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, 2012~~0~~ through June 30, 2014~~2~~

"Period One" means the period from July 1, 2012~~0~~ through June 30, 2013~~1~~

"Period Two" means the period from July 1, 2013~~1~~ through June 30, 2014~~2~~

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation:	\$249,843
Period Two Aggregate Maximum Obligation:	<u>249,843</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$499,686

**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»~~  
~~«Street\_Addr»~~  
~~«PO\_Box»~~  
~~«City\_State\_Zip»~~

**CONTRACTOR's Insurance Coverages:**

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

**I. ACRONYMS**

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

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

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

1	BT.	SSI	Social Security Income
2	BU.	SSA	Social Services Agency
3	BV.	TAR	Treatment Authorization Request
4	BW.	TAY	Transitional Age Youth
5	BX.	UMDAP	Universal Method of Determining Ability to Pay
6	BY.	USC	United States Code
7	BZ.	WIC	State of California Welfare and Institutions Code
8	CA.	WRAP	Wellness Recovery Action Plan
9	CB.	XML	Extensible Markup Language

## II. ALTERATION OF TERMS

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

## III. 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. 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")~~

2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors,

1 subcontractors, agents, and other persons who are not reasonably expected to work more than one  
 2 hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at  
 3 the point when they work more than one hundred sixty (160) hours during the calendar year.  
 4 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
 5 ADMINISTRATOR's Compliance Program and related policies and procedures.

6 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or  
 7 establish its own, provided CONTRACTOR's Compliance Program has been verified to include all  
 8 required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4.,  
 9 A.5., A.6., and A.7. below.

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

13 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's  
 14 Compliance Program ~~is accepted.~~ contains all required elements. CONTRACTOR shall take necessary  
 15 action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's  
 16 Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required  
 17 elements.

18 6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from  
 19 ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all  
 20 required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers,~~  
 21 ~~and members of Board of Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~  
 22 relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related  
 23 policies and procedures.

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

28 ~~B. SANCTION SCREENING – B. CODE OF CONDUCT – ADMINISTRATOR has~~  
 29 ~~developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

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

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

35 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~  
 36 ~~establish its own.~~

37 ~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its~~



~~Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

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

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that 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 Code of Conduct.~~

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

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

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

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

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

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

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

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

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

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

10 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
11 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
12 Such individual or entity shall be immediately removed from participating in any activity associated  
13 with this ~~AGREEMENT~~-Agreement. ADMINISTRATOR will determine ~~if any~~appropriate repayment  
14 ~~is necessary from~~or sanction CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

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

30 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
31 ADMINISTRATOR’s Code of Conduct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~2. Such training will be made available to each Covered Individual annually.~~

~~3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~

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1 **V. CONFIDENTIALITY**

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

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

10 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
11 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
12 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with ~~California Civil~~  
13 ~~Code CCC~~, Division 1, Part 2.6 relating to ~~C~~onfidentiality of ~~Medical Information~~ medical information.

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

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

24 #

25 **~~V. CULTURAL COMPETENCY~~**

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

32

33 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

34 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
35 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
36 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
37 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as

1 they relate to the service or activity under subcontract, and include any provisions that  
 2 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon  
 3 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of  
 4 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate  
 5 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.  
 6 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for  
 7 subcontracts not approved in accordance with this paragraph.

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

10 ~~B.~~ For CONTRACTORS which are nonprofit corporations, any change from a nonprofit  
 11 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty  
 12 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
 13 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in  
 14 derogation of this paragraph shall be void. ~~ADMINISTRATOR may disallow, from payments otherwise~~  
 15 ~~due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

16 ~~C.~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
 17 the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any  
 18 change in the business structure, including but not limited to, the sale or transfer of more than ten  
 19 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,  
 20 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of  
 21 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any  
 22 attempted assignment or delegation in derogation of this paragraph shall be void.

## 23

## 24 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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



1 **VIII. EXPENDITURE AND REVENUE REPORT**

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

7 B. CONTRACTOR may be required to submit periodic Expenditure ~~and~~ Revenue Reports  
 8 throughout the term of the Agreement.

9 //

10 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

16 **X. INDEMNIFICATION AND INSURANCE**

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

28 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,  
 29 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including  
 30 defense costs, or liability of any kind or nature, including but not limited to personal injury or property  
 31 damage, arising from or related to the services, products or other performance provided by COUNTY  
 32 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of  
 33 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and  
 34 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall  
 35 request a jury apportionment.  
 36  
 37

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

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

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

## 14 **XI. INSPECTIONS AND AUDITS**

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

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

- 27 a. Level and quality of care, including the necessity and appropriateness of the services
- 28 provided.
- 29 b. Internal procedures for assuring efficiency, economy, and quality of care.
- 30 c. Compliance with COUNTY Client Grievances Procedures.
- 31 d. Financial records when determined necessary to protect public funds.

32 2. COUNTY shall provide CONTRACTOR with at least seventy-two (72) hours u notice of  
 33 such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may  
 34 be made in those situations where arrangement of an appointment beforehand is not possible or is  
 35 inappropriate due to the nature of the inspection or evaluation.  
 36  
 37

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

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

7 D. AUDIT RESPONSE

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

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

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

24  
 25 **XII. LICENSES AND LAWS**

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

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



1. ~~State of California Welfare and Institutions Code (WIC),~~ Divisions 5, 6 ~~&~~ and 9;
2. ~~State of California Health and Safety Code, Sections HSC, §§1250 et seq.;~~
3. ~~State of California Penal Code (PC),~~ Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;
4. ~~California Code of Regulations (CCR),~~ Title 9, Title 17, and Title 22;
5. ~~Code of Federal Regulations (CFR),~~ Title 42 and Title 45;
6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
7. Federal Social Security Act, Title XVIII and Title XIX;
8. ~~The~~ 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42 U.S.C.A., Chapter 126, 12101, et seq.);~~
9. ~~The Clean Air Act (42 U.S.C.A. Section~~ USC, §114 and ~~Section §§1857, et seq.);~~, the Clean Air Act.
10. ~~The~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act ~~(33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.);~~
11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70);~~
12. Policies and procedures set forth in ~~Mental Health Plan (MHP) Letters;~~
13. Policies and procedures set forth in ~~Department of Mental Health (DMH) Letters;~~
14. ~~Federal Medicare Cost reimbursement principles and cost reporting standards;~~
15. ~~Orange County Medi-Cal Mental Health Managed Care Plan;~~
16. ~~Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.~~
17. ~~Health Insurance Portability and Accountability Act (HIPAA),~~ privacy rule, as it may exist now, or be hereafter amended, and if applicable.
18. ~~Office of Management and Budget (~~ 15. OMB) ~~Circulars A-87, A-89, A-110, A122, and A-133~~ 122.

### C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
  - a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
  - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
  - c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
  - d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

### 10 **XIII. MAXIMUM OBLIGATION**

11 The Aggregate Maximum Obligations of COUNTY for services provided in accordance with all  
12 agreements for Mental Health Inpatient Services during Period One and Period Two are as specified on  
13 Page 3 in the Referenced Contract Provisions of this Agreement. This specific Agreement with  
14 CONTRACTOR is only one of several agreements to which these Aggregate Maximum Obligations  
15 apply. ~~Obligation applies.~~ It therefore is understood by the parties that reimbursement to  
16 CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.

### 17 **XIV. NONDISCRIMINATION**

#### 18 A. EMPLOYMENT

19 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully  
20 discriminate against any employee or applicant for employment because of his/her ethnic group  
21 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),  
22 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant  
23 that the evaluation and treatment of employees and applicants for employment are free from  
24 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
25 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
26 including apprenticeship. There shall be posted in conspicuous places, available to employees and  
27 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
28 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

29 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
30 shall state that all qualified applicants will receive consideration for employment without regard to  
31 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
32 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
33 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

34 3. Each labor union or representative of workers with which CONTRACTOR has a collective  
35 bargaining agreement or other contract or understanding must post a notice advising the labor union or  
36  
37

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

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

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

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

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

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

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

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

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

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

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

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

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

17 //

## 18 **XV. NOTICES**

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

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

24 2. When faxed, transmission confirmed;

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

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

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

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

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

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

## 4 **XVI. NOTIFICATION OF DEATH**

### 5 **A. NON-TERMINAL ILLNESS DEATH**

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

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

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

### 16 **B. TERMINAL ILLNESS DEATH**

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

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

## 27 **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

31 1. ~~California Code of Regulation~~ **CCR** Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
32 75055(a), 75343(a), and 77143(a).

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

35 **HSC** ~~3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)~~  
36 ~~manual.~~

37 ~~4. State of California, Health and Safety Code §123145.~~

1 ~~5.~~ 3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

17 ~~F.~~ ~~F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened~~  
18 ~~the definition of medical records and identified this new record set as a Designated Record Set (DRS).~~  
19 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,  
20 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request  
21 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or  
22 for a covered entity that is:

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

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

- 31 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or  
32 site visit.
- 33 2. Provide auditor or other authorized individuals access to documents via a computer  
34 terminal.
- 35 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
36 requested.

37 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and



1 security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~  
 2 ~~(hereinafter "PHI")~~. CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or  
 3 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone  
 4 and email or facsimile.

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

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

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-emancipated  
 13 minors for whom records must be kept for at least one (1) year after such minors have reached the age of  
 14 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

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

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

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

25 ~~N//~~  
 26 O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~  
 27 ~~requests related to, or arising out of this Agreement~~ within ~~twenty-four (24)~~ forty-eight (48) hours.

28 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

## 30 **XVIII. REVENUE**

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

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

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

#

### 11 **XIX. SEVERABILITY**

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

### 18 **XX. SPECIAL PROVISIONS** ~~STATUS OF CONTRACTOR~~

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

21 1. Making cash payments to intended recipients of services through this Agreement.

22 2. Lobbying any governmental agency or official or making political contributions.

23 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to  
 24 Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal  
 25 contracting and financial transactions).

26 3. Supplanting current funding for existing services.

27 4. Fundraising.

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

30 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
 31 services.

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

35 8. Paying an individual salary or compensation for services at a rate in excess of the current  
 36 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
 37 Schedule may be found at [www.opm.gov](http://www.opm.gov).



- 1           9. Severance pay for separating employees.
- 2           10. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
3 codes and obtaining all necessary building permits for any associated construction.
- 4           B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
5 shall not use the funds provided by means of this Agreement for the following purposes:
- 6           1. Purchasing or improving land, including constructing or permanently improving any  
7 building or facility, except for tenant improvements.
- 8           2. Providing inpatient hospital services or purchasing major medical equipment.
- 9           3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
10 funds (matching).
- 11           4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
12 CONTRACTOR's clients.
- 13           5. Funding travel or training (excluding mileage or parking).
- 14           6. Making phone calls outside of the local area unless documented to be directly for the  
15 purpose of client care.
- 16           7. Payment for grant writing, consultants, certified public accounting, or legal services.
- 17           8. Purchase of artwork or other items that are for decorative purposes and do not directly  
18 contribute to the quality of services to be provided pursuant to this Agreement.

## 20           **XXI. STATUS OF CONTRACTOR — ~~CONTRACTOR~~**

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

## 33           **XXII. TERM**

34           ~~A.~~ This specific Agreement with CONTRACTOR is only one of several agreements to which the  
35 term of this Master Agreement applies. The term of this Master Agreement shall commence on  
36 July 1, 2012~~0~~ and terminate on June 30, 2014~~2~~; provided, however, that the specific term for  
37 CONTRACTOR shall be as specified ~~on Page 3~~ in the Referenced Contract Provisions of this

1 Agreement; and provided further that the parties shall continue to be obligated to comply with the  
 2 requirements and perform the duties specified in this Agreement. Such duties include, but are not  
 3 limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.  
 4 ~~B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend~~  
 5 ~~or holiday may be performed on the next regular business day.~~

### 7 **XXIII. TERMINATION**

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

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

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

- 16 1. The loss by CONTRACTOR of legal capacity.
- 17 2. Cessation of services.
- 18 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 19 another entity without the prior written consent of COUNTY.
- 20 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 21 required pursuant to this Agreement.
- 22 5. The loss of accreditation or any license required by the Licenses and Laws ~~p~~Paragraph of  
 23 this Agreement.
- 24 6. The continued incapacity of any physician or licensed person to perform duties required  
 25 pursuant to this Agreement.
- 26 7. Unethical conduct or malpractice by any physician or licensed person providing services  
 27 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
 28 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
 29 Agreement.

#### 30 **D. CONTINGENT FUNDING**

- 31 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 32 a. The continued availability of federal, state and county funds for reimbursement of  
 33 COUNTY's expenditures, and
  - 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
 35 approved by the Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
 37 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given

1 CONTRACTOR.

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

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

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

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

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

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

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

19 ~~6. Provide written notice of termination of services to each client being served under this~~  
 20 ~~Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.~~  
 21 ~~A copy of the notice of termination of services to each client must also be provided to~~  
 22 ~~ADMINISTRATOR within the fifteen (15) calendar day period.~~

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

25  
 26 **XXIV. THIRD PARTY BENEFICIARY**

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

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

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

35 ///

36

37

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

3  
4 «UC\_NAME»

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

9  
10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

14  
15  
16 COUNTY OF ORANGE

17  
18  
19 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

20 HEALTH CARE AGENCY

21  
22  
23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA

27  
28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

30 DEPUTY

31  
32  
33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by HCA.

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 MENTAL HEALTH INPATIENT SERVICES TO ADOLESCENTS AND CHILDREN  
 4 WITH  
 5 «UC\_NAME»  
 6 JULY 1, 2012~~0~~ THROUGH JUNE 30, 2014~~2~~

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 ~~is~~ Agreement.

11 A. For payment purposes, “Mental Health Inpatient Services” means all services required by this  
 12 Agreement except Neuroimaging Studies, Psychological testing, and Medical Services.

13 B. “Unit of Service” means one (1) calendar day during which CONTRACTOR provides all of the  
 14 Mental Health Inpatient Services described hereunder, which day shall begin at ~~twelve o’clock~~  
 15 ~~midnight.~~ 12:00 a.m. The number of ~~billable~~ reimbursable Units of Service shall include the day of  
 16 admission and exclude the day of discharge unless admission and discharge occur on the same day.

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

19 D. “NPI” means the standard unique health identifier that was adopted by the Secretary of HHS  
 20 under HIPAA of 1996 for health care providers.

21 E. “NPP” is a document that notifies individuals of uses and disclosures of PHI that may be made  
 22 by or on behalf of the health plan or health care provided as set forth in the HIPAA.

23 F. “PHI” is individually identifiable health information usually transmitted by electronic media,  
 24 maintained in any medium as defined in the regulations, or for an entity such as a health plan,  
 25 transmitted or maintained in any other medium. It is created or received by a covered entity, and relates  
 26 to the past, present or future physical or mental health or condition of an individual, provision of health  
 27 care to an individual.

28 **II. PAYMENTS**

29 A. Mental Health Inpatient Services - COUNTY shall pay CONTRACTOR, monthly in arrears, at  
 30 the ~~following rates;~~ rate of [rate] provided, however, the total of all payments to CONTRACTOR and  
 31 all other contract providers of Mental Health Inpatient Services to Children and Adolescents shall not  
 32 exceed ~~COUNTY’s Aggregate Maximum Obligation for the applicable Fiscal Year. COUNTY shall~~  
 33 ~~pay CONTRACTOR \$595 per Unit of Service for the initial day of acute psychiatric inpatient services~~  
 34 ~~to children and adolescents, and \$565 per Unit of Service for subsequent days. These rates are inclusive~~  
 35 ~~of physician services~~ the Aggregate Maximum Obligation for each Period as stated in the Referenced  
 36 Contract Provisions of the Agreement.  
 37

1 ~~B~~ 1. CONTRACTOR's ~~billings~~invoices shall be on a form approved or supplied by  
 2 ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.  
 3 ~~Billings~~Invoices are due the tenth (10th) ~~working~~ day of ~~each~~ the month, ~~and payments~~. Invoices  
 4 received after the due date may not be paid within the same month. Payments to CONTRACTOR  
 5 should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly  
 6 completed billing form. ~~A copy of discharge summary will be supplied with the invoice.~~

7 ~~C~~ 2. Fees and revenues received by CONTRACTOR, from or on behalf of clients receiving  
 8 services pursuant to this Agreement, shall be deducted from any Mental Health Services ~~billings~~invoice  
 9 to COUNTY.

10 ~~DB~~. Neuroimaging Studies and Psychological ~~t~~Testing – as defined in ~~Exhibit A~~, Subparagraph  
 11 ~~IV.F.III.E~~. of this Exhibit A to the Agreement, CONTRACTOR shall be reimbursed for the actual cost of  
 12 ~~S~~ services, provided CONTRACTOR's ~~billing~~invoice to COUNTY for the costs of these services shall  
 13 be submitted with the monthly invoice for hospital services. ~~Billings~~Invoices shall indicate for whom  
 14 services were provided, and be supported with such documentation as may be required by  
 15 ADMINISTRATOR.

16 ~~EC~~. Medical Services - CONTRACTOR shall be reimbursed by COUNTY for authorized medical  
 17 services provided only to clients referred by COUNTY at the usual, customary or reasonable rate for the  
 18 service(s) provided (~~See section IV-J Medical Services~~). pursuant to Subparagraph III.C. of this Exhibit  
 19 A to the Agreement. COUNTY shall make no payment, and shall not be liable, for any medical  
 20 expenses of full-fee clients, clients with insurance, Medicare, Medi-Cal or other third party coverage.

21 1. CONTRACTOR shall ~~bill~~invoice COUNTY within one hundred eighty (180) days after the  
 22 last date medical services are provided to a COUNTY client. COUNTY shall pay CONTRACTOR  
 23 within forty-five (45) days of COUNTY's receipt of each ~~billing~~invoice.

24 2. CONTRACTOR shall make every reasonable effort to collect the costs of services from the  
 25 client receiving service. ~~Billings~~Invoices to COUNTY shall include all professional fees, an assignment  
 26 to COUNTY of any uncollected accounts and the following documents:

- 27 a. An itemized statement of client charges.
  - 28 b. Discharge billing/summary for clients admitted for medical treatment.
  - 29 c. An accounting of client revenue received.
  - 30 d. A letter assigning client's debt to COUNTY.
  - 31 e. A copy of the letter sent to client indicating assignment of the debt for medical services
- 32 to COUNTY.

33 ~~F~~ 3. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
 34 with any provision of this Agreement.

35 ~~G~~ 4. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration  
 36 and/or termination of this Agreement, except as may otherwise be provided under this Agreement.



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

3 //

4 **III. REPORTS**

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

8  
9 **~~IV.~~ SERVICES**

10 A. FACILITY ~~CONTRACTOR~~ shall provide acute psychiatric inpatient hospital services for  
11 children and adolescents at the following location, or at any other location approved, in writing, by  
12 ADMINISTRATOR.

13 ~~«Fac\_Name»~~

14 ~~«Fac\_Addr»~~

15 ~~«Fac\_PO\_Box»~~

16 ~~«Fac\_City\_State\_Zip»~~

17 [Fac Name]

18 [Fac Address] [Fac PO Box]

19 [Fac City Zip]

20  
21 B. PSYCHIATRIC INPATIENT HOSPITAL SERVICES

22 1. Unless provided by COUNTY, CONTRACTOR shall provide, or have provided by  
23 members of its staff, psychiatric treatment and other services, in accordance with Title 9 of the  
24 ~~California Code of Regulations~~ CCR which shall include, but not be limited to, the following:

25 a. Direct evaluation and treatment services to include a history and physical examination  
26 of each client within twenty-four (24) hours of admission, psychiatric history, diagnosis and evaluation,  
27 preparation of an individual treatment plan, medication orders, psychiatric and psychological services  
28 compatible with the individual treatment plan, discharge planning, continuing care planning and referral,  
29 and follow-up services.

30 b. CONTRACTOR shall provide psychiatric testimony in all legal proceedings required  
31 for the institutionalization, admission, or treatment of clients provided services hereunder. These  
32 services shall include but not be limited to, habeas corpus, conservatorship, seventy-two (72)-hour  
33 treatment and evaluation, court-ordered evaluation, and appeal and post-certification proceedings.

34 2. CONTRACTOR shall provide ancillary services necessary for psychiatric evaluation and  
35 treatment including clinical laboratory, radiological, pharmaceutical, neurological and neuropsychiatric  
36 services as clinically indicated.

1 3. CONTRACTOR shall provide those services required by Title 22 of the ~~California Code of~~  
2 ~~Regulations~~ CCR, which shall include, but not be limited to the following:

3 a. Direct Services – Room and dietetic services, nursing services, including drug  
4 administration and client care, client activities to include occupational/recreational services, social  
5 services and educational services.

6 b. Support Services – Housekeeping, laundry, maintenance, medical records, drug order  
7 processing, arrangements for emergency and non-emergency services and transportation.

8 4. CONTRACTOR shall cause licensed psychiatrists to provide psychiatric services which  
9 shall include the following:

10 a. Direct Treatment Services including psychiatric history, diagnosis and evaluation which  
11 shall include an interview, mental status, diagnosis, clinical recommendation, and prescription of  
12 medication as required for treatment of the client.

13 b. Approval of an individual treatment plan and supervision or provision of individual  
14 therapy as required by client; provided, however, the psychiatrist shall provide a minimum of three (3)  
15 individual therapy sessions to each client per week. Each individual therapy session shall be at least  
16 thirty (30) minutes in length, and additional sessions shall be provided by a psychiatrist if indicated by  
17 client acuity. All other individual therapy sessions may be provided by a person licensed to provide  
18 psychotherapy.

19 c. Supervision or provision of family therapy sessions if indicated, which shall be at least  
20 thirty (30) minutes in duration. Family therapy shall be provided two (2) times per week if minor  
21 remains hospitalized more than three (3) days. At least one (1) family session shall be provided before  
22 discharge unless clinically contraindicated.

23 d. Other services to include supervision of affiliate and nursing staff as it relates to client  
24 treatment, clinical consultation to other mental health clinical staff, and participation in  
25 CONTRACTOR's quality assurance procedures.

26 e. CONTRACTOR's hospital psychiatrist and social worker/case manager shall consult  
27 with parent/legal guardian for minors who are living with parents/legal guardian, SSA for dependents,  
28 and Probation for Wards of the Court during the hospital stay.

29 f. CONTRACTOR's hospital psychiatrist shall make at least one contact with client's  
30 treating psychiatrist during each hospital stay.

31 5. CONTRACTOR hospital shall exchange information with COUNTY's therapist or  
32 psychiatrist regarding discharge planning, and shall facilitate visits with current therapists, social  
33 workers, probation officers and other key personnel involved with said discharge planning as follows:

34 a. CONTRACTOR shall consult with ~~COUNTY's Hospital Liaison~~ ADMINISTRATOR  
35 on a daily basis to aid in discharge planning.

36 b. Cases shall be assigned to CONTRACTOR's social worker/case manager within  
37 twenty-four (24) hours of admission.



1 c. Clinical information shall be shared with ~~the Liaison~~ ADMINISTRATOR and a specific  
2 aftercare appointment shall be set up prior to discharge.

3 d. If the minor is admitted and discharged in the same weekend, it shall be  
4 CONTRACTOR's responsibility to telephone the ~~Liaison~~ ADMINISTRATOR the next working day to  
5 get the case assigned; and follow-up by giving this information to parents/legal guardians. Also,  
6 ~~Liaison~~ ADMINISTRATOR shall be notified on the day the minor is discharged.

7 e. CONTRACTOR must ~~FAX~~ facsimile a completed COUNTY ABC Hospital Discharge  
8 Referral Form or a copy of the Hospital's Aftercare Plan, a copy of the initial Psychiatric Evaluation,  
9 History and Physical Exam, most recent lab studies, medical consults, and Medication Sheets to the  
10 appropriate clinic at the time of patient discharge.

11 f. If discharge of a client from hospitalization is clinically indicated but an alternate  
12 appropriate disposition (e.g., home, foster care, etc.) is not immediately available, ADMINISTRATOR  
13 may, at its sole discretion, authorize continuation of hospitalization and reimbursement.

14 g. If ADMINISTRATOR does not approve a request for continuing treatment,  
15 ADMINISTRATOR shall work with CONTRACTOR to arrange alternate appropriate treatment upon  
16 discharge.

17 h. If ADMINISTRATOR does not approve CONTRACTOR's request for continuation of  
18 treatment and CONTRACTOR elects to retain the client in treatment, CONTRACTOR shall be  
19 responsible for the cost of treatment provided.

### 20 C. MEDICAL SERVICES

21 1. CONTRACTOR shall provide medical services, as required, to clients treated pursuant to  
22 this Agreement. For purposes of this paragraph such medical services shall be limited to those which  
23 are not necessary to the evaluation or treatment of psychiatric disorders.

24 2. CONTRACTOR shall be reimbursed by COUNTY for medical services provided only to  
25 clients referred by ADMINISTRATOR. Medical services provided to such clients shall be authorized  
26 and billed in the following manner:

27 a. Emergency Medical Services – For purposes of this paragraph an "emergency" is  
28 defined as a life-threatening event requiring immediate medical attention. CONTRACTOR may receive  
29 ADMINISTRATOR approval for treatment of medical emergencies by telephone. A TAR form shall be  
30 completed for all medical services provided to COUNTY clients; provided, however, in the case of  
31 emergency medical treatment, the required TAR form may be completed by CONTRACTOR and mailed  
32 to COUNTY after the approved services are provided.

#### 33 b. Non-Emergency Medical Services

34 1) CONTRACTOR shall request prior approval for non-emergency medical services  
35 on COUNTY's TAR form. TAR forms shall be supplied by ADMINISTRATOR. Completed TAR  
36 forms shall be mailed in accordance with the Notices Paragraph of the Agreement.

1 2) ADMINISTRATOR shall report to CONTRACTOR, within three (3) working days  
2 after receipt of the TAR form, whether the request for treatment has been approved.

3 **D. CLINICAL CARE STANDARDS**

4 1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, of which the  
5 overall goal is the maintenance of high quality client care and effective utilization of services offered.  
6 This plan will include utilization review, peer review, and medication monitoring as mandated by the  
7 DHCS. CONTRACTOR shall adhere to the standards set forth in Title 9 of the CCR.

8 2. CONTRACTOR shall allow ADMINISTRATOR to take part in utilization review  
9 activities.

10 a. If ADMINISTRATOR does not approve a request for continuing treatment,  
11 ADMINISTRATOR shall work with CONTRACTOR to arrange alternate appropriate treatment upon  
12 discharge.

13 b. If discharge of a client from hospitalization is clinically indicated but an alternate  
14 appropriate disposition (e.g., home, foster care, etc.) is not immediately available, ADMINISTRATOR  
15 may, at its sole discretion, authorize continuation of hospitalization and reimbursement.

16 c. If ADMINISTRATOR does not approve CONTRACTOR's request for continuation of  
17 treatment and CONTRACTOR elects to retain the client in treatment, CONTRACTOR shall be  
18 responsible for the cost of treatment provided.

19 3. CONTRACTOR shall implement all provisions of DHCS letter 87-24, as it may  
20 periodically amended or changed, regarding aftercare plans for patients.

21 **E. NEUROIMAGING STUDIES AND PSYCHOLOGICAL TESTING – CONTRACTOR may, as**  
22 **part of the diagnosis and evaluation of a COUNTY client's psychiatric condition, authorize necessary**  
23 **testing. CONTRACTOR shall receive approval from ADMINISTRATOR before such testing, and**  
24 **document this approval in the client's medical record. The parties expect that testing will be infrequent.**

25 **F. PERSONS TO BE SERVED**

26 1. CONTRACTOR shall provide services to only those clients referred by  
27 ADMINISTRATOR. At its sole discretion, ADMINISTRATOR shall make referrals based upon the age  
28 of the client, the relative geographic proximity of the hospital to the residence of the client's family, the  
29 availability of beds, and the appropriateness of the treatment milieu.

30 2. CONTRACTOR shall provide acute psychiatric inpatient services to clients with a  
31 psychiatric diagnosis as defined in the current Diagnostic and Statistical Manual of Mental Disorders,  
32 who meet CONTRACTOR's admission criteria. Clients must be medically stable for admission and not  
33 in need of detoxification. Clients experiencing medical problems due to ingestion of medication or  
34 other toxic substances shall have been medically cleared prior to referral to CONTRACTOR.

35 **G. PROGRAM MODIFICATIONS - CONTRACTOR shall notify ADMINISTRATOR in writing**  
36 **thirty (30) days prior to any change in service components, including program change, bed availability,**  
37 **and other substantive changes, which might impact client care.**

**H. STAFFING**

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

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

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

J. NPP – CONTRACTOR shall provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

K. COUNTY may choose to provide the psychiatric services set forth in Subparagraph III.B.4 of this Exhibit A to the Agreement. COUNTY psychiatrists providing such services at CONTRACTOR's facility shall file an application with CONTRACTOR for staff membership, meet the requirements set by CONTRACTOR for its own medical staff, adhere to all necessary rules and regulations of CONTRACTOR, and stipulate in writing, on a case-by-case basis, that the psychiatrist is assuming responsibilities set forth in the Services Paragraph of this Exhibit A to the Agreement.

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

**IV. ISSUE RESOLUTION**

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

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

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

C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written statement describing the facts of the issue, within thirty (30) calendar days after the written notice

1 described above to COUNTY's Director of Behavioral Health, or designee, for final resolution.

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

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

6 //

## 7 V. PATIENTS' RIGHTS

8 A. CONTRACTOR shall post the current DHCS Patients' Rights poster as well as the COUNTY  
 9 MHP Complaint and Grievance poster in locations readily available to clients and staff and have  
 10 complaint forms and complaint envelopes readily accessible to clients

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

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

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

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

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

24 2. Formal Grievance. When the client's complaint is not resolved at CONTRACTOR's  
 25 facility and the client or client representative requests it, the complaint becomes a formal grievance. The  
 26 request is made to ADMINISTRATOR and represents the first step in the formal grievance process.

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

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

36 E. No provision of this Agreement shall be construed as to replacing or conflicting with the duties  
 37 of COUNTY Patients' Rights Office pursuant to WIC Section 5500.

1 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 2 Patients' Rights Paragraph of this Exhibit A to the Agreement.

3 //

#### 4 **VI. REPORTS**

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

8 ~~6. CONTRACTOR shall attend~~

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

#### 11 **VII. RESPONSIBILITIES**

12 A. CONTRACTOR shall:

13 1. Attend periodic meetings with CYS ADMINISTRATOR.

14 ~~7. CONTRACTOR shall follow~~ 2. Follow current legislative requirements for  
 15 wards and dependents of the Juvenile Court. CONTRACTOR shall obtain information regarding any  
 16 court ordered monitoring of visits, mandatory translators, and other court orders from SSA, Probation, or  
 17 any other responsible agency.

18 3. Cooperate with COUNTY to collect any State required Performance Outcome Measures.  
 19 COUNTY will share results with hospital as they become available.

20 ~~8. CONTRACTOR will cooperate with COUNTY to collect any State required Performance~~  
 21 ~~Outcome Measures. COUNTY will share results with hospital as they become available.~~

22 ~~C. CONTRACTOR shall make~~ 4. Make its best efforts to provide services pursuant to  
 23 this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served.  
 24 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:  
 25 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring  
 26 policies and procedures P&Ps; copies of literature in multiple languages and formats, as appropriate; and  
 27 descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are  
 28 physically challenged.

29 ~~D. CONTRACTOR shall not~~ 5. Document all adverse incidents affecting the  
 30 physical and/or emotional welfare of clients, including but not limited to serious physical harm to self or  
 31 others, serious destruction of property, developments, etc., and which may raise liability issues with  
 32 COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious  
 33 adverse incident.

34 6. Not conduct any proselytizing activities, regardless of funding sources, with respect to any  
 35 person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement.  
 36 Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly  
 37



1 or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious  
2 belief.

3 ~~E. B. ADMINISTRATOR shall:~~

4 ~~CLINICAL CARE STANDARDS~~

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

10 ~~2. CONTRACTOR shall allow ADMINISTRATOR to take part in utilization review~~  
11 ~~activities.~~

12 ~~a. If ADMINISTRATOR does not approve a request for continuing treatment,~~  
13 ~~ADMINISTRATOR shall work with CONTRACTOR to arrange alternate appropriate treatment upon~~  
14 ~~discharge.~~

15 ~~b. If discharge of a client from hospitalization is clinically indicated but an alternate~~  
16 ~~appropriate disposition (e.g., home, foster care, etc.) is not immediately available, ADMINISTRATOR~~  
17 ~~may, at its sole discretion, authorize continuation of hospitalization and reimbursement.~~

18 ~~c. If ADMINISTRATOR does not approve CONTRACTOR's request for continuation of~~  
19 ~~treatment and CONTRACTOR elects to retain the client in treatment, CONTRACTOR shall be~~  
20 ~~responsible for the cost of treatment provided.~~

21 ~~3. CONTRACTOR shall implement all provisions of DMH letter 87-24, as it may periodically~~  
22 ~~amended or changed, regarding aftercare plans for patients.~~

23 ~~F. NEUROIMAGING STUDIES AND PSYCHOLOGICAL TESTING~~

24 ~~CONTRACTOR may, as part of the diagnosis and evaluation of a COUNTY client's psychiatric~~  
25 ~~condition, authorize necessary testing. CONTRACTOR shall receive approval from~~  
26 ~~ADMINISTRATOR before such testing, and document this approval in the client's medical record. The~~  
27 ~~parties expect that testing will be infrequent.~~

28 ~~G. PERSONS TO BE SERVED~~

29 ~~1. CONTRACTOR shall provide services to only those clients referred by COUNTY. At its~~  
30 ~~sole discretion, COUNTY shall make referrals based upon the age of the client, the relative geographic~~  
31 ~~proximity of the hospital to the residence of the client's family, the availability of beds, and the~~  
32 ~~appropriateness of the treatment milieu.~~

33 ~~2. CONTRACTOR shall provide acute psychiatric inpatient services to clients with a~~  
34 ~~psychiatric diagnosis as defined in the current Diagnostic and Statistical Manual of Mental Disorders,~~  
35 ~~who meet CONTRACTOR's admission criteria. Clients must be medically stable for admission and not~~  
36 ~~in need of detoxification. Clients experiencing medical problems due to ingestion of medication or~~  
37 ~~other toxic substances shall have been medically cleared prior to referral to CONTRACTOR.~~

~~H. STAFFING~~

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

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

~~I. RESPONSIBILITIES OF COUNTY~~

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

2. Conduct a financial evaluation of each client, including application of UMDAP to clients.

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

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

5. Review CONTRACTOR's procedures for Utilization Review, Peer Review, and Medication Monitoring of clients who are provided services pursuant to this Agreement, and submit CONTRACTOR's plans to the State for approval.

~~6. COUNTY may choose to provide the psychiatric services set forth in subparagraph B.4. of this Services paragraph. COUNTY psychiatrists providing such services at CONTRACTOR's facility shall file an application with CONTRACTOR for staff membership, meet the requirements set by CONTRACTOR for its own medical staff, adhere to all necessary rules and regulations of CONTRACTOR, and stipulate in writing, on a case-by-case basis, that the psychiatrist is assuming responsibilities set forth in this Services paragraph.~~

~~J. MEDICAL SERVICES~~

~~1. CONTRACTOR shall provide medical services, as required, to clients treated pursuant to this Agreement. For purposes of this paragraph such medical services shall be limited to those which are not necessary to the evaluation or treatment of psychiatric disorders.~~

~~2. CONTRACTOR shall be reimbursed by COUNTY for medical services provided only to clients referred by COUNTY. Medical services provided to such clients shall be authorized and billed in the following manner:~~

~~a. Emergency Medical Services For purposes of this paragraph an "emergency" is defined as a life-threatening event requiring immediate medical attention. CONTRACTOR may receive COUNTY approval for treatment of medical emergencies by telephone. A Treatment Authorization Request (TAR) form shall be completed for all medical services provided to COUNTY's clients; provided, however, in the case of emergency medical treatment, the required TAR form may be completed by CONTRACTOR and mailed to COUNTY after the approved services are provided.~~

~~b. Non-Emergency Medical Services~~

~~1) CONTRACTOR shall request prior approval for non-emergency medical services~~

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~~on COUNTY's TAR form. TAR forms shall be supplied by ADMINISTRATOR. Completed TAR forms shall be mailed in accordance with the Notices paragraph of this Agreement.~~

~~2) COUNTY shall report to CONTRACTOR, within three (3) working days after receipt of the TAR form, whether the request for treatment has been approved.~~

~~K. PROGRAM MODIFICATIONS CONTRACTOR shall notify County in writing thirty (30) days prior to any change in service components, including program change, bed availability, and other substantive changes, which might impact patient care.~~

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