

1                                   AGREEMENT FOR PROVISION OF  
 2                                   ADULT MENTAL HEALTH INTENSIVE REHABILITATION  
 3                                   AND RESIDENTIAL SERVICES  
 4                                   BETWEEN  
 5                                   COUNTY OF ORANGE  
 6                                   AND  
 7                                   ASC TREATMENT GROUP  
 8                                   dba ANNE SIPPI CLINIC  
 9                                   JULY 1, 2012~~0~~ THROUGH JUNE 30, 2014~~2~~

10  
 11       THIS AGREEMENT entered into this 1st day of July 2012~~0~~, which date is enumerated for purposes  
 12 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
 13 ASC TREATMENT GROUP dba ANNE SIPPI CLINIC, a California General Partnership, ~~dba ANNE~~  
 14 ~~SIPPI CLINIC~~-(CONTRACTOR). This Agreement shall be administered by the County of Orange  
 15 Health Care Agency (ADMINISTRATOR).

16                                   **W I T N E S S E T H:**

17  
 18  
 19       WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
 20 Adult Mental Health Intensive Rehabilitation and Residential Services described herein to the residents  
 21 of Orange County; and

22       WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
 23 conditions hereinafter set forth:

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

25 //  
 26 //  
 27 //  
 28 //  
 29 //  
 30 //  
 31 //  
 32 //  
 33 //  
 34 //  
 35 //  
 36 //  
 37 //

**CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	<del>34</del>
<b><u>I. Acronyms</u></b> .....	<b>5</b>
<del>II.</del> Alteration of Terms.....	7
<del>III.</del> Assignment of Debts.....	7
<del>IV.</del> Compliance.....	8
<del>V.</del> Confidentiality.....	12
<del>V. Delegation, Assignment and Subcontracts</del> .....	<del>8</del>
VI. Employee Eligibility Verification.....	13
<del>VII. Expenditure and Revenue Report</del> .....	<del>8</del>
<b><u>VII. Equipment</u></b> .....	<b>14</b>
VIII. Facilities, Payments and Services.....	14
IX. Indemnification and Insurance.....	14
X. Inspections and Audits.....	15
XI. Licenses and Laws.....	16
XII. Literature <u>and Advertisements</u> .....	18
XIII. Maximum Obligation.....	18
XIV. Nondiscrimination.....	19
XV. Notices.....	21
XVI. Notification of Death.....	21
XVII. Notification of Public Events and Meetings.....	22
XVIII. Records Management and Maintenance.....	22
XIX. Revenue.....	24
XX. Severability.....	25
<b><u>XXI. Special Provisions</u></b> .....	<b>25</b>
<del>XXI.</del> <del>XXII.</del> Status of Contractor.....	26
<del>XXII.</del> <del>XXIII.</del> Term.....	26
<del>XXIII.</del> <del>XXIV.</del> Termination.....	26
<del>XXIV.</del> <del>XXV.</del> Third Party Beneficiary.....	28
<del>XXV.</del> <del>XXVI.</del> Waiver of Default or Breach.....	28
Signature Page.....	29

//

//

CONTENTS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

**EXHIBIT A**

**PAGE**

<del>I.</del> Contractor's Responsibilities .....	<del>1</del>
I. Definitions .....	1
II. Payments.....	3
III. Services.....	4
IV. Patients' Rights .....	10
<del>II</del> .V. Issue Resolution .....	12
<del>III.</del> Patients Rights.....	<del>7</del>
<del>IV.</del> Payments.....	<del>8</del>
VI. Staffing .....	13
<del>V</del> .VII. Reports.....	14
VIII. Responsibilities .....	15

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

**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~~~~

**Maximum Obligation:**

Period One Maximum Obligation: \$204,400

Period Two Maximum Obligation: 204,400

TOTAL ~~CONTRACT~~ MAXIMUM OBLIGATION: \$408,800

**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: Attn: Administrator  
ASC Treatment Group  
dba Anne Sippi Clinic  
2457 Endicott Street  
Los Angeles, CA 90032

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Comprehensive Commercial</del> General Liability <del>with</del> <del>—broad form Property damage and</del> <del>—contractual liability</del>	\$1,000,000 <del>combined single limit</del> per occurrence
	\$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.	AA	<u>Alcoholics Anonymous</u>
B.	ABC	<u>Allied Behavioral Care</u>
C.	ADL	<u>Activities of Daily Living</u>
D.	AIS	<u>Additional Income Sources</u>
E.	AMA	<u>Against Medical Advice</u>
F.	AMHS	<u>Adult Mental Health Services</u>
G.	ARRA	<u>American Recovery and Reinvestment Act</u>
H.	ASO	<u>Administrative Service Organization</u>
I.	ASRS	<u>Alcohol and Drug Programs Reporting System</u>
J.	AWOL	<u>Absent Without Leave</u>
K.	BBS	<u>Board of Behavioral Sciences</u>
L.	BHS	<u>Behavioral Health Services</u>
M.	CAT	<u>Centralized Assessment Team</u>
N.	CCC	<u>California Civil Code</u>
O.	CCR	<u>California Code of Regulations</u>
P.	CFR	<u>Code of Federal Regulations</u>
Q.	CHPP	<u>COUNTY HIPAA Policies and Procedures</u>
R.	CHS	<u>Correctional Health Services</u>
S.	CSW	<u>Clinical Social Worker</u>
T.	CYS	<u>Child Youth Services</u>
U.	D/MC	<u>Drug/Medi-Cal</u>
V.	DCR	<u>Data Collection and Reporting</u>
W.	DD	<u>Dual Disorders</u>
X.	DHCS	<u>Department of Health Care Services</u>
Y.	DPFS	<u>Drug Program Fiscal Systems</u>
Z.	DRS	<u>Designated Record Set</u>
AA.	DSH	<u>Direct Service Hours</u>
AB.	DSM-IV-TR	<u>Diagnostic and Statistical Manual of Mental Disorders- Fourth Edition Text Revision</u>
AC.	EBP	<u>Evidence-Based Practice</u>
AD.	EHR	<u>Electronic Health Record</u>
AE.	FAX	<u>Facsimile Machine</u>
AF.	FSP	<u>Full Service Partnership</u>
AG.	FTE	<u>Full Time Equivalent</u>

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

1	BS. PHI	<u>Protected Health Information</u>
2	BT. PII	<u>Personally Identifiable Information</u>
3	BU. PRA	<u>Public Record Act</u>
4	BV. PSC	<u>Personal Services Coordinator</u>
5	BW. QIC	<u>Quality Improvement Committee</u>
6	BX. RN	<u>Registered Nurse</u>
7	BY. SNC	<u>Skilled Nursing Care</u>
8	BZ. SNF	<u>Skilled Nursing Facility</u>
9	CA. STP	<u>Special Treatment Program</u>
10	CB. SRAS	<u>Suicide Risk Assessment Standards</u>
11	CC. SSA	<u>Social Services Agency</u>
12	CD. SSI	<u>Social Security Income</u>
13	CE. SSP	<u>Supplemental Security Payment</u>
14	CF. TAR	<u>Treatment Authorization Request</u>
15	CG. TAY	<u>Transitional Age Youth</u>
16	CH. UMDAP	<u>Universal Method of Determining Ability to Pay</u>
17	CI. USC	<u>United States Code</u>
18	CJ. WIC	<u>State of California Welfare and Institutions Code</u>
19	CK. WRAP	<u>Wellness Recovery Action Plan</u>
20	CL. XML	<u>Extensible Markup Language</u>

## 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

1  
2 A. COMPLIANCE PROGRAM — ADMINISTRATOR has established a Compliance Program for  
3 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
4 programs.

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

7 ~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and~~  
8 ~~members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals").~~

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

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

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

24 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's  
25 Compliance Program ~~is accepted~~ contains all required elements. CONTRACTOR shall take necessary  
26 action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's  
27 Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required  
28 elements.

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

35 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and  
36 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty  
37



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

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

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

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

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

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

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

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

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

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

28 ~~C. COVERED INDIVIDUALS~~ CONTRACTOR shall screen all Covered Individuals employed  
29 or retained to provide services related to this Agreement to ensure that they are not designated as  
30 "Ineligible Persons,"<sup>22</sup> as defined hereunder. Screening shall be conducted against the General Services  
31 Administration's List of Parties Excluded from Federal Programs<sup>23</sup> and<sup>24</sup> the Health and Human  
32 Services/~~Office of Inspector General~~<sup>OIG</sup> List of Excluded Individuals/Entities, <sup>and</sup> Medi-CAL  
33 Suspended and Ineligible List.

34 1. Ineligible Person shall be any individual or entity who:  
35 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
36 federal health care programs; or  
37

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

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

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

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

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

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

27 ~~D. REIMBURSEMENT STANDARDS~~

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

31 ~~2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for~~  
32 ~~payment or reimbursement of~~ promptly return any kind.

33 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~  
34 ~~fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to~~  
35 ~~accurately describe~~ overpayments within in forty-five (45) days after the ~~services provided and to ensure~~  
36 ~~compliance with all billing and documentation requirements~~ overpayment is verified by the  
37 ADMINISTRATOR.

~~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.~~

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

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

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

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

4. 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.

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

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

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

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

1 constitute grounds for termination of this Agreement as to the non-complying party.

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

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

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

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

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

14  
15 **V. CONFIDENTIALITY**

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

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

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

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

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

**VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS. EMPLOYEE ELIGIBILITY****VERIFICATION**

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

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

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

**VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

1 **VII. 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 ~~Revenue~~ Reports throughout  
 8 the term of the Agreement.

9  
 10 **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

16 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and  
 17 administrative capabilities required to carry out its duties and responsibilities under this Agreement and  
 18 in accordance with all the applicable statutes and regulations pertaining to Medi-Cal Providers.

19  
 20 **IX. INDEMNIFICATION AND INSURANCE**

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

31 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall  
 32 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance  
 33 covering its operations as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement.

34 C. All insurance policies except Workers' Compensation ~~and~~ Employer's Liability, and  
 35 Professional Liability shall contain the following clauses:

36 1. "The County of Orange is included as an additional insured with respect to the operations of  
 37 the named insured performed under contract with the County of Orange."

1 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of,  
2 and not contribute with, insurance provided by this policy."

3 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)  
4 calendar days written notice has been given to Orange County HCA/Contract Development and  
5 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

6 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be  
7 mailed to COUNTY as referenced on Page 3 in the Referenced Contract Provisions of this Agreement.

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

11 F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an  
12 insurer licensed to do business in the state of California (California Admitted Carrier).

### 13 **X. INSPECTIONS AND AUDITS**

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

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

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

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

29 c. Compliance with COUNTY Client Grievances Procedures.

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

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

1 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 2 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. 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 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 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 **XI. 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)~~ DHCS Letters;
14. ~~Health Insurance Portability and Accountability Act (HIPAA);~~ privacy rule, as it may exist now, or be hereafter amended, and if applicable.
15. ~~Office of Management and Budget (OMB)~~ Circulars A-87, A-89, A-110, ~~A122, and A-133~~ 122.
16. ~~D.~~ Federal Medicare Cost reimbursement principles and cost reporting standards;
17. Orange County Medi-Cal Mental Health Managed Care Plan.
18. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management

### 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.

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

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

**XII. ~~LITERATURE~~ LITERATURE AND ADVERTISEMENTS**

A. Any written information or literature, including educational and promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement ~~shall indicate that CONTRACTOR's services are supported by federal, state~~ must be approved at least thirty (30) days in advance and county funds, as appropriate, in writing by ADMINISTRATOR the other party before distribution. For the purposes of this Agreement, distribution of ~~such literature shall include~~ written materials as well as shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance and in writing by ADMINISTRATOR.

**XIII. MAXIMUM OBLIGATION**

A. The Total Maximum Obligations of COUNTY for services provided in accordance with this Agreement during and the separate Maximum Obligations for Period One and Period Two are as specified on Page 3 in the Referenced Contract Provisions of this Agreement, except as allowed for in subparagraph B. below.

B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One and Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.

//  
//  
//  
//

#### XIV. NONDISCRIMINATION

##### A. EMPLOYMENT

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

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

3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination 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 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.

1 d. Treating a client differently from others in satisfying any admission requirement or  
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
3 any service or benefit.

4 e. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

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

36    
37

**XV. NOTICES**

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

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

2. When faxed, transmission confirmed;

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

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

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

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

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

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

**XVI. NOTIFICATION OF DEATH**

A. NON-TERMINAL ILLNESS DEATH

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

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

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

1 B. TERMINAL ILLNESS DEATH

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

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

11  
12 **XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

16 B. CONTRACTOR shall notify ADMINISTRATOR at least ~~ten (10)~~ thirty (30) business days in  
17 advance of any applicable public event or meeting. The notification must include the date, time,  
18 duration, location and purpose of public event or meeting. Any promotional materials or event related  
19 flyers must be approved by ADMINISTRATOR prior to distribution.

20  
21 **XVIII. RECORDS ~~M~~ANAGEMENT AND ~~M~~MAINTENANCE**

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

25 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
26 75055(a), 75343(a), and 77143(a).

27 2. State of California, Health and Safety Code §123145.

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

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

36 ~~harmful effect of any use or disclosure of protected health information made in violation of federal or~~  
37 ~~state regulations and/or COUNTY policies.~~

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

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

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

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

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

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

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

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

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

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

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

29 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
30 security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~  
31 ~~(hereinafter "PHI")~~. CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or  
32 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone  
33 and email or facsimile.

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

37 ~~I. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the~~

~~commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.~~

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

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

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

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

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

O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request requests related to, or arising out of this Agreement~~ within ~~twenty-four (24)~~ forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

## **XIX. REVENUE**

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

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

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



**XX. SEVERABILITY**

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

//

**XXI. SPECIAL PROVISIONS**

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

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

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

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
2. Providing inpatient hospital services or purchasing major medical equipment.
3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

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

//

**XXII. STATUS OF CONTRACTOR**

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

**XXIII. ~~TERM~~TERM**

The term of this Agreement shall commence and terminate as specified on Page 3 in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

**XXIV. TERMINATION**

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

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

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

- 1. The loss by CONTRACTOR of legal capacity.

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

14          D. CONTINGENT FUNDING

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

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

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

- 29           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
30 is consistent with recognized standards of quality care and prudent business practice.
- 31           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
32 performance during the remaining contract term.
- 33           43. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
34 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
35 orderly transfer.
- 36           54. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
37 their client's best interests.

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

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

5 //

6 **XXV. THIRD PARTY BENEFICIARY**

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

9  
10 **XXVI. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
12 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
13 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
14 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
15 Agreement.

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

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

3  
4 ASC TREATMENT GROUP dba ANNE SIPPI CLINIC

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

6  
7 TITLE: \_\_\_\_\_

8  
9 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

10  
11 TITLE: \_\_\_\_\_

12  
13 COUNTY OF ORANGE

14  
15 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

16 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

17  
18 ~~SIGNED AND CERTIFIED THAT A COPY~~  
19 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~  
20 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~  
21 ATTEST:

22 \_\_\_\_\_ DATED: \_\_\_\_\_

23 ~~DARLENE J. BLOOM~~  
24 ~~Clerk of the Board of Supervisors~~  
25 ~~Orange County, California~~

26 HEALTH CARE AGENCY

27  
28 APPROVED AS TO FORM:  
29 OFFICE OF THE COUNTY COUNSEL  
30 ORANGE COUNTY, CALIFORNIA

31  
32 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

33 DEPUTY

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.

EXHIBIT A  
TO AGREEMENT WITH  
ASC TREATMENT GROUP  
dba ANNE SIPPI CLINIC

JULY 1, 2012~~0~~ THROUGH JUNE 30, 2014~~2~~

**I. DEFINITIONS ~~CONTRACTOR'S RESPONSIBILITIES~~**

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

A. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

B. Additional Income Source means all income other than SSI and includes such sources of income as retirement income, disability income, trust fund income, Social Security income, Veteran's Affairs disability income, etc.

C. Client Day means one (1) calendar day during which CONTRACTOR provides all of the services described hereunder, including the day of admission and excluding the day of discharge. If admission and discharge occur on the same day, one (1) client day shall be charged.

~~A. FACILITY~~

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

E. Diagnosis means the definition of the nature of the client's disorder. When formulating the diagnosis of client, CONTRACTOR shall use the diagnostic codes and axis as specified in the most current edition of the DSM published by the American Psychiatric Association.

F. LPS means the Act that went into effect July 1, 1972 in California. The Act in effect ended all hospital commitments by the judiciary system, except in the case of criminal sentencing (e.g. convicted sexual offenders) and those who were "gravely disabled" defined as unable to obtain food, clothing, or shelter. It expanded the evaluative power of psychiatrists and created provisions and criteria for involuntary detentions.

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

H. Mental Health Services means interventions designed to ~~1. CONTRACTOR shall~~ provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

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

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

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

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

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

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

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

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

32           M. Psychiatrist means an individual who meets the minimum professional and licensure  
33 requirements set forth in Title 9, CCR, Section 623.

34           N. Psychologist means an individual who meets the minimum professional and licensure  
35 requirements set forth in Title 9, CCR, Section 624.

36           O. Recovery means a "deeply personal, unique process of changing one's attitudes, values,  
37 feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even

1 with limitations caused by the illness. Recovery involves the development of new meaning and purpose  
 2 in one's life as one grows beyond the catastrophic effects of mental illness. Ultimately, because  
 3 recovery is a personal and unique process, everyone with a psychiatric illness develops his or her own  
 4 definition of recovery. However, certain concepts or factors are common to recovery." (William  
 5 Anthony, 1993).

6 P. Referral means providing the effective linkage of a client to another service, when indicated;  
 7 with follow-up to be provided within five (5) working days to assure that the client has made contact  
 8 with the referred service.

9 Q. SNF/STP means a facility that provides twenty-four (24)-hour/day skilled nursing care and  
 10 supervision and at least twenty-seven (27) hours of programming to clients with a primary psychiatric  
 11 diagnosis, who may also have co-existing medical conditions. In most cases, clients are conserved under  
 12 LPS.

13 R. SSI means income from a United States government program that provides stipends to low-  
 14 income people who are either aged (65 or older), blind, or disabled.

15 S. SSP means additional cash benefits to supplement the federal SSI payment.

16 T. Unit of Service means one (1) calendar day during which CONTRACTOR provides all of the  
 17 SNF-STP described hereunder, which day shall begin at twelve o'clock midnight. The number of  
 18 billable Units of Service shall include the day of admission and exclude the day of discharge unless  
 19 admission and discharge occur on the same day.

20 U. HIPAA means the federal law that establishes standards for the privacy and security of health  
 21 information, as well as standards for electronic data interchange of health information. HIPAA law has  
 22 two main goals, as its name implies: making health insurance more portable when persons change  
 23 employers, and making the health care system more accountable for costs-trying especially to reduce  
 24 waste and fraud.

## 25 26 **II. PAYMENTS**

27 A. For all services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR  
 28 monthly, in arrears at the rate of \$155 per client bed day; provided, however, the total of all such  
 29 payments to CONTRACTOR during Period One and Period Two shall not exceed the Maximum  
 30 Obligation for each Period as specified in the Referenced Contract Provisions of the Agreement.  
 31 Reimbursement shall be made only for services provided to clients who are certified by  
 32 ADMINISTRATOR as eligible to receive services.

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





1 3. CONTRACTOR's facility shall be located where it is readily accessible by public  
2 transportation.

3 4. CONTRACTOR shall make available appropriate office space for confidential medical  
4 examinations and client interviews.

5 5. CONTRACTOR shall maintain an environment conducive to the total care and treatment of  
6 persons who are mentally ill.

7 6. CONTRACTOR shall maintain well-groomed landscaping and a well maintained facility  
8 appearance ~~as part of an on-going policy to correct physical plant deficiencies.~~

9 **B. PERSONS TO BE SERVED**

10 1. CONTRACTOR shall serve clients, as defined by WIC Section 5903, who are referred by  
11 COUNTY and authorized for services under the Agreement. CONTRACTOR shall admit clients with a  
12 DSM-IV-TR diagnosis in need of twenty-four (24)-hour residential care services. These clients may  
13 include persons who have histories of, or are at risk for, combativeness, suicide, and excessive verbal  
14 abusiveness.

15 2. CONTRACTOR may deny admission of a client based upon lack of availability of beds.  
16 CONTRACTOR may deny admission of a client if the number of COUNTY clients receiving services  
17 pursuant to the Agreement in CONTRACTOR's facility exceeds the number of beds specified in  
18 Subparagraph III.C.1. of this Exhibit A to the Agreement.

19 **C. SERVICES PROVIDED**

20 1. ~~1~~ CONTRACTOR shall provide a minimum of three (3) to four (4) client bed days  
21 monthly, or a minimum of one thousand ninety-five (1,095) client bed days annually, dedicated for the  
22 care of those clients referred by COUNTY.

23 2. CONTRACTOR shall provide a specialized intensive residential program seven (7) days  
24 per week with an emphasis on structured client-centered rehabilitative and treatment services.

25 a. The overall goal of this program shall be to increase the functional levels of clients,  
26 enabling them to transition to less restrictive levels of intervention, including independent living.

27 b. ~~COUNTY Behavioral Health Services staff~~ ADMINISTRATOR, in conjunction with  
28 CONTRACTOR, shall develop a ~~Service and Coordination~~ Treatment Plan for each client which  
29 includes goals identified by the client and steps the client needs to take in order to reach these goals.

30 ~~2~~ 3. CONTRACTOR shall provide a program consistent with the State mandate to place  
31 clients in the least restrictive level of care possible. Determination regarding discharge of a client to a  
32 lower level of care shall be made by ~~COUNTY~~ ADMINISTRATOR in conjunction with the facility  
33 treatment team.

34 4. CONTRACTOR shall identify behaviors that present barriers to placement at lower levels  
35 of care and shall focus on treatment that addresses these behaviors.

36 5. CONTRACTOR shall provide a recovery-based structured psycho-social rehabilitation  
37 program that will assist clients to move along the rehabilitative continuum so that daily living skills are

1 learned and reinforced each day. The program shall consist of one-to-one interaction between  
 2 CONTRACTOR's staff and clients, as well as a minimum of five (5) planned and structured group  
 3 activities each week led by CONTRACTOR's case management staff. CONTRACTOR services shall  
 4 include, but not be limited to, the following:

5 a. All basic services required of a Community Care Facility licensed by the State  
 6 Department of Social Services as set forth in CCR, Title 22 ~~of the California Code of Regulations,~~  
 7 including twenty-four (24) hour awake supervision of clients;

8 b. Behavior management services to improve clients' social skills and interpersonal  
 9 relationships;

10 c. Training in independent living skills to facilitate clients' transition to a more  
 11 independent living arrangement; this includes daily education and training in the use of public  
 12 transportation, grooming, hygiene, laundry, care of personal belongings, cleanliness of personal and  
 13 community rooms, cooking, and money management skills;

14 d. Vocational and pre-vocational activities that will help clients to develop self-confidence  
 15 and work-related skills, thereby increasing their chances of obtaining paid employment; vocational  
 16 activities may include kitchen help, gardening, facility maintenance, woodworking, temporary  
 17 employment, volunteer work and full-time employment;

18 e. A daily physical activity or exercise program designed to enhance the physical  
 19 well-being of clients;

20 f. ~~Clients' use of community resources in individual~~ Individual and small group  
 21 recreational outings designed to help the client use community resources;

22 g. Establishing positive working relationships with clients, their families, friends, and  
 23 Care Coordinators to plan and implement client driven goals;

24 h. Transportation of clients to essential appointments.

25 56. CONTRACTOR shall provide Medication Support Services which shall include, but not be  
 26 limited to, the following:

27 a. Encouraging clients to take their medication and helping them to recognize the side  
 28 effects of their medications;

29 b. Medication education in group and individual settings so that clients understand the  
 30 need for medication related to their psychiatric condition, the signs of decompensation, and how to  
 31 implement an appropriate corrective action plan;

32 c. Monitoring and encouraging clients' medication compliance and working cooperatively  
 33 and effectively with their prescribing physicians;

34 d. Providing in-service staff training in effects and side effects of psychotropic  
 35 medications. CONTRACTOR shall make sure that all staff have knowledge of and familiarity with this  
 36 important element of treatment.

1           ~~67~~. CONTRACTOR shall use a program that identifies and rewards targeted behaviors and  
 2 skills as appropriate for each client. CONTRACTOR shall document individual client progress in  
 3 achieving the goals of their Service and Coordination Plan and provide special recognition for clients  
 4 functioning at advanced levels. CONTRACTOR shall not provide cigarettes or other tobacco products  
 5 as rewards for targeted behaviors.

6           ~~78~~. CONTRACTOR shall meet the requirements of ~~the California Code of Regulations (CCR)~~,  
 7 Title 22, Division 6 as it pertains to the following:

- 8           a. Maintaining client records, including documentation of Tuberculosis clearance;
- 9           b. Providing secure storage of clients' valuables, including medications:
  - 10           1) Medication shall be kept in a safe and locked place that is not accessible to persons
  - 11 other than employees responsible for the supervision of centrally stored medications;
  - 12           2) Medication shall be stored in its originally received container. No medication shall
  - 13 be transferred between containers;
- 14           c. Maintaining a record of daily occupancy;
- 15           d. Protecting clients' rights to privacy and confidentiality;
- 16           e. Providing basic life support and other support services, including food, housekeeping,
- 17 laundry, excluding personal items, and arrangements for emergency and non-emergency medical
- 18 services.

19           ~~89~~. CONTRACTOR shall maintain the following and ensure that clients are made aware of  
 20 them:

- 21           a. House rules
- 22           b. Residents' rights
- 23           c. Policies regarding resident fees

24           ~~910~~. CONTRACTOR shall assist clients in establishing and maintaining a client oriented  
 25 facility council in accordance with CCR, Title 22, Division 6. The client-run council provides  
 26 opportunity for client input into the operations of the facility, including but not limited to, activities,  
 27 house rules, and resolution of disputes/disagreements.

28           ~~1011~~. CONTRACTOR shall establish an admission policy that states that all ~~Orange~~  
 29 ~~County~~COUNTY client admissions shall result from referrals from the ~~COUNTY's Long Term Care~~  
 30 ~~program~~ADMINISTRATOR. CONTRACTOR and ~~COUNTY~~ADMINISTRATOR shall communicate  
 31 and coordinate any action which impacts a client's continued eligibility for program services and which  
 32 might otherwise result in discharge from the program.

33           ~~11~~. ~~12~~. CONTRACTOR shall work cooperatively with ~~COUNTY~~ADMINISTRATOR  
 34 in placing clients in other appropriate facilities, including clients released from ~~Lanterman-Petris-Short~~  
 35 ~~(LPS)~~ conservatorship.

36           ~~13~~. ~~12~~. CONTRACTOR shall notify ~~COUNTY~~ADMINISTRATOR within three (3)  
 37 business days when Conservatorship terminates.

1 ~~13~~14. CONTRACTOR shall notify COUNTY ADMINISTRATOR within two (2) hours by  
 2 telephone and one (1) working day in writing of any change in census, e.g. transfers to acute psychiatric  
 3 and medical hospitals, clients discharged to a lower level of care, clients on unauthorized leave (AWOL)  
 4 and voluntary clients discharged ~~Against Medical Advice (AMA).~~

5 ~~14~~15. CONTRACTOR shall complete and submit discharge information on ~~the County's~~  
 6 ~~Long Term Care~~ ADMINISTRATOR's LTC Discharge Form within one (1) business day of discharge.  
 7 CONTRACTOR shall also notify the ADMINISTRATOR of the discharge by telephone call.

8 ~~15~~16. If a client is sent to an acute psychiatric or medical hospital. CONTRACTOR shall  
 9 notify ~~the County Long Term Care program~~ ADMINISTRATOR of the intent to accept client back  
 10 following hospital discharge.

11 ~~16~~17. CONTRACTOR shall provide psychiatrist time and services regarding conservatorship  
 12 issues. This includes the annual filing of court documents to renew conservatorship, as well as LPS  
 13 Conservatorship Court appearances/testimony as requested by COUNTY. CONTRACTOR shall  
 14 provide medical and psychiatric records as needed for all Court appearances.

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

22 ~~18.~~ CONTRACTOR shall attend COUNTY sponsored or recommended training, as  
 23 appropriate, for the purpose of increasing familiarity with COUNTY guidelines and providing more  
 24 effective services.

#### 25 D. QUALITY IMPROVEMENT AND PERFORMANCE OUTCOMES

26 1. The overall goal of the SNF/STP services program is to increase the functional levels of  
 27 clients, enabling them to transition to less restrictive levels of intervention, including independent living.

28 2. CONTRACTOR shall develop and maintain a plan for quality improvement, the overall  
 29 goal of which is the maintenance of high quality care and effective utilization of services offered. This  
 30 plan shall include utilization review, peer review, and medication monitoring as mandated by the DHCS.  
 31 This plan will contain measurable outcomes and focus on personal growth and recovery for clients who  
 32 are functionally impaired by psychiatric symptoms with a path to treatment in less restrictive levels of  
 33 care and a return to community living.

34 ~~3. ~~19. CONTRACTOR shall not conduct any proselytizing activities, regardless of~~~~  
 35 ~~funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY~~  
 36 ~~under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder~~  
 37 ~~shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or~~

1 ~~sectarian institution, or religious belief.~~

2 ~~— C. STAFFING CONTRACTOR shall provide staffing patterns and policies that accommodate the~~  
 3 ~~following requirements:~~

4 ~~— 1. Provision for shelter and food in accordance with the guidelines outlined in Paragraph I.B.~~  
 5 ~~of this Exhibit A to the Agreement including staffing requirements for supportive services provided~~  
 6 ~~directly by the program;~~

7 ~~— 2. Provision for 24 hour on-site management of the facility, including night supervision in~~  
 8 ~~accordance with CCR, Title 22, Division 6;~~

9 ~~— 3. Provision of licensed staff responsible for the planning, implementation, and day to day~~  
 10 ~~supervision of all treatment services. All therapeutic treatment activities shall be carried out by~~  
 11 ~~personnel with appropriate specialized mental health training;~~

12 ~~— 4. Provision of Case Managers/Case Manager Supervisors to implement structured individual~~  
 13 ~~and group psycho-social rehabilitative services;~~

14 ~~— 5. A written Code of Conduct for employees, volunteers, interns and Board of Directors which~~  
 15 ~~shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client~~  
 16 ~~relationships; prohibition of sexual conduct with clients; and conflict of interest. A copy of the Code of~~  
 17 ~~Conduct shall be provided to each client upon admission and shall be posted in writing in a prominent~~  
 18 ~~place in the treatment facility;~~

19 ~~— 6. Documentation of employee qualifications and job descriptions for each position which~~  
 20 ~~include duties and responsibilities, bilingual/bicultural requirements, and proof of licensure, where~~  
 21 ~~applicable;~~

22 ~~— 7. A written policy for the use of volunteers and part-time student interns which may augment~~  
 23 ~~paid staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a~~  
 24 ~~health care or mental health discipline or a related field.~~

25 ~~— D. PERSONS TO BE SERVED~~

26 ~~— 1. CONTRACTOR shall serve clients, as defined by Welfare and Institutions Code (WIC)~~  
 27 ~~Section 5903, who are referred by COUNTY and authorized for services under this Agreement.~~  
 28 ~~CONTRACTOR shall admit clients with a DSM-IV-TR diagnosis in need of 24-hour residential care~~  
 29 ~~services. These clients may include persons who have histories of, or are at risk for, combativeness,~~  
 30 ~~suicide, and excessive verbal abusiveness.~~

31 ~~— 2. If the average number of COUNTY clients receiving services pursuant to this Agreement in~~  
 32 ~~CONTRACTOR's facility exceeds the number of beds specified in Paragraph I.A. of this Exhibit A to~~  
 33 ~~the Agreement, CONTRACTOR may deny admission of a client based upon lack of availability of beds.~~  
 34 ~~CONTRACTOR agrees to the same terms and conditions specified in this Agreement for any number of~~  
 35 ~~clients receiving services pursuant to this Agreement.~~

36 ~~— E. QUALITY IMPROVEMENT AND PERFORMANCE OUTCOMES~~

37 ~~— 1. For Period One, CONTRACTOR shall submit to the ADMINISTRATOR, on a quarterly~~

1 basis, the number of discharges, excluding AWOL status or AMA, for the purpose of establishing a  
 2 baseline of successful discharges against which future performance outcomes will be measured. A  
 3 successful discharge shall mean the number of clients who discharged to a less restrictive level of care  
 4 and who remained stable for ninety (90) calendar days post-discharge without requiring acute psychiatric  
 5 hospitalization.

6 ~~4. For Period Two, CONTRACTOR shall continue submitting the information~~  
 7 ~~requested in subparagraph I.E.1. above;~~

8 ~~3. For Period One and Period Two~~ CONTRACTOR shall provide services to more clients  
 9 without increasing the total number of beds by decreasing the average length of stay by ten percent  
 10 (10%).

11 ~~4. For Period One and Period Two~~ 5. CONTRACTOR shall increase  
 12 service to client's families by increasing the number of family contacts by ~~CONTRACTOR~~ by ten  
 13 percent (10%).

14 56. CONTRACTOR shall cooperate with COUNTY in meeting quality improvement and  
 15 utilization review standards.

16 67. CONTRACTOR shall provide assistance to COUNTY in conducting its utilization and  
 17 reporting functions, and medical necessity determination.

18 ~~F. NATIONAL PROVIDER IDENTIFIER (NPI) The standard unique health identifier adopted~~  
 19 ~~by the Secretary of Health and Human Services under Health Insurance Portability and Accountability~~  
 20 ~~Act (HIPAA) of 1996 for health care providers. All HIPAA covered healthcare providers, individuals~~  
 21 ~~and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions.~~  
 22 ~~The NPI is assigned to individuals for life.~~

23 ~~G. NOTICE OF PRIVACY PRACTICES (NPP) A document that notifies individuals of uses and~~  
 24 ~~disclosures of PHI that may be made by or on behalf of the health plan or health care provided as set~~  
 25 ~~forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR~~  
 26 ~~shall provide, upon request, the NPP for the County of Orange, as the Mental Health Plan, to any~~  
 27 ~~individual who received services under this Agreement.~~

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

#### 31 IV. ISSUE RESOLUTION PATIENTS' RIGHTS

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

35 ~~A. CONTRACTOR shall routinely utilize all informal communication processes and methods with~~  
 36 ~~COUNTY program and administrative staff including, but not limited to, telephone contact, Facsimile~~  
 37 ~~Machine (FAX), written correspondence and meetings, to resolve any issues or problems regarding the~~

1 ~~implementation and operation of this Agreement or COUNTY's policies and procedures regarding~~  
2 ~~services described herein.~~

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

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

12 ~~— D. The rights and remedies provided by this paragraph are in addition to those provided by law to~~  
13 ~~either party.~~

### 14 ~~III. PATIENT'S RIGHTS~~

15  
16 A. CONTRACTOR shall post the current ~~California Department of Mental Health~~ DHCS Patients'  
17 Rights poster as well as the local ~~Mental Health Plan~~ MHP Complaint and Grievance ~~poster~~ posters in all  
18 threshold languages: English, Spanish, Vietnamese and Farsi in locations readily available to patients  
19 and staff and have complaint forms and complaint envelopes readily accessible to patients.

20 B. In addition to those processes provided by COUNTY ~~and the resident County~~, CONTRACTOR  
21 shall have complaint resolution and grievance processes approved by ~~COUNTY~~ ADMINISTRATOR, to  
22 which the beneficiary shall have access.

23 1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily  
24 understood steps designed to resolve disputes as quickly and simply as possible in all threshold  
25 languages.

26 2. CONTRACTOR's complaint resolution and grievance processes shall incorporate  
27 COUNTY's and the resident County's grievance, patients' rights, and utilization management guidelines  
28 and procedures.

29 C. Complaint Resolution and Grievance Process - COUNTY shall support complaint and grievance  
30 procedures in concert with the resident County that shall include the components outlined below. The  
31 resident County will handle such complaints that may include allegations of denial of rights,  
32 dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the  
33 physical plant. COUNTY will handle such complaints regarding access to care or regarding COUNTY's  
34 Public Administrator/Public Guardian Office services.

35 1. Complaint Resolution. This process will specifically address and attempt to resolve client  
36 complaints and concerns at CONTRACTOR's facility.



1 2. Formal Grievance. When the client's complaint is not resolved at CONTRACTOR's  
 2 facility and the client or client representative requests it, the complaint becomes a formal grievance. The  
 3 request is made to the respective ~~Resident~~ County or ~~COUNTY Mental Health Inpatient~~  
 4 ~~Services~~ ADMINISTRATOR and represents the first step in the formal grievance process.

5 3. Title IX Rights Advocacy. This process may be initiated by a client who registers a  
 6 statutory rights violation or a denial or abuse complaint with ~~the County~~ COUNTY Patients' Rights  
 7 Office. The ~~local~~ Patients' Rights office shall investigate the complaint, and Title IX grievance  
 8 procedures shall apply, which involve ~~the County~~ COUNTY Behavioral Health ~~Care~~ Director and the  
 9 State Patients' Rights Office.

10 D. ~~The parties agree~~ CONTRACTOR agrees that clients have recourse to initiate a complaint to  
 11 CONTRACTOR, appeal to the respective resident County or COUNTY's Patients' Rights Office, to file  
 12 a formal grievance, file a Title IX complaint. The Patients' Advocate shall advise and assist the client,  
 13 investigate the cause of the complaint or grievance, and attempt to resolve the matter.

14 E. ~~No~~ CONTRACTOR agrees that no provision of ~~this~~ Agreement shall be construed ~~as to~~  
 15 ~~replacing~~ or ~~conflicting~~ with the duties of ~~County~~ COUNTY Patients' Rights Office pursuant to  
 16 ~~Welfare and Institutions Code~~ WIC Section 5500.

#### 18 IV. PAYMENTS

19 ~~A. For all services provided pursuant to this Agreement, COUNTY shall pay~~ F.  
 20 ~~CONTRACTOR monthly and ADMINISTRATOR may mutually agree, in arrears; provided,~~  
 21 ~~however, writing to modify the total Patients' Rights Paragraph of all such payments this Exhibit A to the~~  
 22 ~~Agreement.~~

23 //

#### 24 V. ISSUE RESOLUTION

25 A. ~~CONTRACTOR during Period One and Period Two shall not exceed COUNTY's Maximum~~  
 26 ~~Obligation~~ agrees that for ~~the Period~~ resolution of issues between COUNTY and CONTRACTOR, with  
 27 respect to the implementation and operation of the Agreement or COUNTY's P&P regarding services  
 28 ~~described herein, the following sequential steps will be followed:~~

29 ~~1. COUNTY shall pay CONTRACTOR \$155.00 per client day. A client day means one (1)~~  
 30 ~~calendar day during which CONTRACTOR provides all of the services described hereunder, including~~  
 31 ~~the day of admission and excluding the day of discharge. If admission and discharge occur on the same~~  
 32 ~~day, one (1) client day shall be charged.~~

33 1. CONTRACTOR shall routinely utilize all informal communication processes and methods  
 34 with ADMINISTRATOR including, but not limited to, telephone, email, and fax communication,  
 35 written correspondence and meetings, to resolve any issues or problems regarding the implementation  
 36 and operation of the Agreement or ADMINISTRATOR's P&P regarding services described herein.

2. CONTRACTOR agrees that 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 be given fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner. CONTRACTOR agrees that by mutual consent this period of time may be extended to thirty (30) calendar days.

3. CONTRACTOR agrees that if the parties are still 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 described above to COUNTY's Director of Behavioral Health, or designee, for final resolution.

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

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

## VI. STAFFING

A. CONTRACTOR ~~2. Reimbursement~~ shall provide staffing patterns and policies that meet the following requirements:

1. Provision ~~be made only for~~ of shelter, food services, and supportive services provided directly by the program in accordance with the guidelines outlined in the Services Paragraph of this Exhibit A to the Agreement.

2. Provision for twenty-four (24)-hour on-site management of the facility, including night supervision in accordance with CCR, Title 22, Division 6;

3. Provision of licensed staff responsible for the planning, implementation, and day-to-day supervision of all treatment services. All therapeutic treatment activities shall be carried out by personnel with appropriate specialized mental health training;

4. Provision of Case Managers/Case Manager Supervisors to implement structured individual and group psycho-social rehabilitative services;

5. Documentation of employee qualifications and job descriptions for each position which include duties and responsibilities, bilingual/bicultural requirements, and proof of licensure, where applicable;

~~to clients who are certified by COUNTY as eligible to receive services.~~

6. A written policy for the use of volunteers and part-time student interns which may augment paid staff.

B. CONTRACTOR ~~billings shall be on a form approved or supplied by COUNTY and make its best efforts to provide such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY~~

1 ~~no later than twenty one (21) calendar days after receipt of the correctly completed billing form.~~

2 ~~— C. CONTRACTOR shall collect Supplemental Security Income (SSI)/Supplemental Security~~  
 3 ~~Payment (SSP), Additional Income Sources, fees, and other revenues (collectively referred to as~~  
 4 ~~"Revenue") from, or on behalf of, clients (i.e., from the conservator/guardian, or legally responsible~~  
 5 ~~person) receiving services pursuant to this Agreement. "Additional Income Source" is defined as any~~  
 6 ~~income due the client other than SSI/SSP. CONTRACTOR shall deduct such Revenue from~~  
 7 ~~CONTRACTOR's billings to COUNTY.~~

8 ~~in a manner that is culturally and linguistically~~ ~~1. ADMINISTRATOR may adjust~~  
 9 ~~CONTRACTOR's billings if the appropriate Revenue has not been deducted by~~ for the population(s)  
 10 served. ~~CONTRACTOR prior to submission~~ shall maintain documentation of the billings such efforts  
 11 which.

12 ~~2. CONTRACTOR shall deduct the Revenue amount, less the client's allocation for personal~~  
 13 ~~and incidental expenses, from CONTRACTOR's monthly billing.~~

14 ~~3. Upon written request by CONTRACTOR, ADMINISTRATOR may authorize a~~  
 15 ~~portion~~ include, but not be limited to: records of the Revenue to be used by CONTRACTOR as  
 16 reimbursement for non-covered costs pertaining to the client's care or personal needs.

17 ~~D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply~~  
 18 ~~with any provision~~ participation in COUNTY-sponsored or other applicable training; recruitment and  
 19 hiring P&Ps; copies of this Agreement literature in multiple languages and formats, as appropriate; and  
 20 descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are  
 21 physically challenged.

22 ~~E.C. CONTRACTOR shall not claim reimbursement for services provided beyond and~~  
 23 ~~ADMINISTRATOR may mutually agree, in writing to modify the expiration and/or termination~~ Staffing  
 24 Paragraph of this Exhibit A to the Agreement, except as may otherwise be provided under this  
 25 Agreement.

26 #

## 27 VII. REPORTS

28 A. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a  
 29 written special incident report referred to as "Notable Incident Form" in accordance with the Notices  
 30 Paragraph of this Exhibit A to the Agreement. Special incidents shall include, but are not limited to,  
 31 client's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal  
 32 behavior including arrests with or without conviction, positive test results for substance abuse from  
 33 urine screenings, or any other incident which may expose COUNTY or CONTRACTOR to liability.

34 B. STAFFING ~~—~~ CONTRACTOR shall submit to ADMINISTRATOR, on a quarterly basis, a list  
 35 of individuals who provide services under this Agreement and their job descriptions. The staff list shall  
 36 state the employee name, job title, professional degree, and license number, if applicable.

37

1 C. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to  
 2 ~~COUNTY's Long Term Care (LTC) program~~ ADMINISTRATOR, which shall be received no later than  
 3 fourteen (14) days following the end of the month being reported. These reports shall be on a form  
 4 acceptable to, or provided by, ~~COUNTY's LTC program~~ ADMINISTRATOR and shall evaluate each  
 5 client's participation and functioning in CONTRACTOR's psycho-social rehabilitation program.

6 D. CONTRACTOR shall provide ADMINISTRATOR a copy of the annual State Community Care  
 7 licensing audit within sixty (60) calendar days of the exit interview. CONTRACTOR shall provide  
 8 ADMINISTRATOR copies of plans of correction in order to determine the quality and nature of services  
 9 provided hereunder. ADMINISTRATOR will allow thirty (30) calendar days for CONTRACTOR to  
 10 respond.

11 E. CONTRACTOR shall ~~complete the County's Long Term Care (LTC) Discharge Form and fax~~  
 12 ~~it to the County's LTC program within one business day of client discharge. CONTRACTOR shall also~~  
 13 ~~notify the LTC program of the discharge by telephone call.~~

14 ~~F. CONTRACTOR shall~~ provide census data weekly to the ~~County's LTC~~  
 15 ~~program~~ ADMINISTRATOR. CONTRACTOR shall notify ~~County LTC~~ ADMINISTRATOR by  
 16 telephone whenever a ~~County~~ client is sent out for acute psychiatric or general medical hospital care.  
 17 CONTRACTOR will notify ~~County LTC~~ ADMINISTRATOR in writing whether the client will be  
 18 accepted back as soon as the client is stabilized and ready for return.

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

## 21 VIII. RESPONSIBILITIES

22 A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P.  
 23 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and  
 24 placed in their personnel files.

25 B. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the  
 26 MORS.

27 C. CONTRACTOR shall obtain a NPI.

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

30 2. CONTRACTOR, including each employee that provides services under the Agreement, will  
 31 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.  
 32 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
 33 ADMINISTRATOR, all NPI as soon as they are available.

34 D. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first  
 35 service provided under the Agreement to individuals who are covered by Medi-Cal and have not  
 36 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon  
 37

1 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the  
2 Agreement.

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

8 F. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
9 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities  
10 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possesses the  
11 qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not  
12 limited to the following:

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

15 2. Maximize the use of the allocated funds;

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

17 4. Maintain appropriate staffing levels;

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

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

20 7. Track and report expenditures electronically;

21 8. Maintain electronic and telephone communication between key staff and the Contract and  
22 Program Administrators; and

23 9. Act quickly to identify and solve problems.

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

26 H. ADMINISTRATOR shall review and approve all admissions, discharges from the program and  
27 extended stays in the program.

28 I. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

29 J. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR's  
30 P&P.

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

33 //

34 //

35 //

36 //

37 //