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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2011~~0~~ through June 30, 2012~~+~~

Aggregate Maximum Obligation: \$9,573,717

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: «CONTACT»
«PROVIDER_LC»
«DBA_LC»
«ADDRESS»
«CITY_STATE_ZIP»

CONTRACTOR's Insurance Coverages:

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

I. ALTERATION OF TERMS

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

II. 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.

III. COMPLIANCE

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

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

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

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

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

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

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

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

10 ~~B. CODE OF CONDUCT~~

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

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

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

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

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

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

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

34 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
35 and state funded health care services by contract with COUNTY in the event that they are currently
36 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
37 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 2 business operations related to this Agreement.

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

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

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

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

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

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

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

20 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
 21 ADMINISTRATOR's Code of Conduct.

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

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

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

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

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

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

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

8 ~~C. COVERED INDIVIDUALS~~

9 ~~E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE~~

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

15 #

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

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

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

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

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

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

34 ~~5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal~~
 35 ~~and state funded health care services by contract with COUNTY in the event that they are currently~~
 36 ~~sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If~~
 37 ~~CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,~~

~~CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.~~

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

~~D. REIMBURSEMENT~~ STANDARDS

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

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

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

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

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

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

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

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

IV. CONFIDENTIALITY

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

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

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

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

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

16 **V. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

33 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
 34 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 35 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 36 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
 37

1 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
2 paragraph shall be void.

3 **VI. ~~EMPLOYEE ELIGIBILITY VERIFICATION~~ ELIGIBILITY VERIFICATION**

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

13 #

14 **VII. ~~EXPENDITURE AND REVENUE~~ EXPENDITURE AND REVENUE REPORT**

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

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

22 **VIII. ~~FACILITIES PAYMENTS~~ FACILITIES, PAYMENTS AND ~~S~~SERVICES**

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

29 **IX. INDEMNIFICATION AND INSURANCE**

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

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

4 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
 5 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
 6 covering its operations as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.

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

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

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

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

16 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
 17 mailed to COUNTY as referenced ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.

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

21 22 **X. INSPECTIONS AND AUDITS**

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

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

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

1 D. AUDIT RESPONSE

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

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

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

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

21
22 **XI. LICENSES AND LAWS**

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

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

- 34 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
35 2. State of California Health and Safety Code, Sections 1250 et seq. ;
36 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
37 Abuse Reporting;

- 1 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
 2 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
 3 6. United States Code (U.S.C.A.) Title 42;
 4 7. Federal Social Security Act, Title XVIII and Title XIX;
 5 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
 6 ~~9. The Clean Air Act (42 U.S.C.A. Section 114 and Section 1857, et seq.);~~
 7 ~~10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and~~
 8 ~~Sections 1251 et seq.);~~
 9 ~~11~~ 9. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
 10 ~~12~~ 10. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
 11 ~~13~~ 11. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
 12 ~~14~~ 12. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or
 13 be hereafter amended, and if applicable.
 14 ~~15~~ 13. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-
 15 133.

16 ~~D~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 17 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
 18 of the award of this Agreement:
 19 a. In the case of an individual contractor, his/her name, date of birth, social security
 20 number, and residence address;
 21 b. In the case of a contractor doing business in a form other than as an individual, the
 22 name, date of birth, social security number, and residence address of each individual who owns an
 23 interest of ten percent (10%) or more in the contracting entity;
 24 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 25 state reporting requirements regarding its employees;
 26 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 27 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
 28 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
 29 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
 30 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
 31 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
 32 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 33 grounds for termination of this Agreement.
 34 3. It is expressly understood that this data will be transmitted to governmental agencies
 35 charged with the establishment and enforcement of child support orders, or as permitted by federal
 36 and/or state statute.

37 //

XII. ~~LITERATURE~~LITERATURE AND ADVERTISEMENTS

A. Any written information or literature, including educational ~~and~~ or 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 in advance and ~~county funds, as appropriate,~~ in writing by ADMINISTRATOR 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

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Mental Health Skilled Nursing ~~and~~ with Special Treatment Program Services is as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

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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

1 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement
2 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

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

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

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

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

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

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

37 2) Throughout the problem resolution and grievance process, client rights shall be

1 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
2 informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

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

21 #

22 #

23 **XV. NOTICES**

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

26 1. When written and deposited in the United States mail, first class postage prepaid and
27 addressed as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement or as
28 otherwise directed by ADMINISTRATOR;

29 2. When faxed, transmission confirmed;

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

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

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

37 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of

1 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
 2 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
 3 damage to any COUNTY property in possession of CONTRACTOR.

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

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

8 9 **XVI. NOTIFICATION OF DEATH**

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

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

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

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

21 **B. TERMINAL ILLNESS DEATH**

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

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

31 32 **XVII. ~~RECORDS MANAGEMENT AND MAINTENANCE~~ RECORDS MANAGEMENT** 33 **AND MAINTENANCE**

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

37 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),

1 75055(a), 75343(a), and 77143(a).

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

3 3. Title 45 Code of Federal Regulations (CFR), §164.501; §164.524; §164.526; §164.530(c)
4 and (j).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~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.

~~L~~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.

~~M~~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.

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

XVIII. REVENUE

A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Mental Health's "Uniform Method of Determining Ability to Pay" (UMDAP) procedure, and in

1 accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost
2 of services provided. No client shall be denied services because of an inability to pay.

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

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

12 13 **XIX. SEVERABILITY**

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

19 20 **XX. SPECIAL PROVISIONS**

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

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

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

25 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
26 Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain federal
27 contracting and financial transactions).

28 3. Supplanting current funding for existing services.

29 4. Fundraising.

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

32 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
33 services.

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

37 8. Paying an individual salary or compensation for services at a rate in excess of the current

1 Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management
 2 (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

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

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

7 2. Purchasing major medical equipment.

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

10 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 11 CONTRACTOR's clients.

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

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

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

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

18 XXI. STATUS OF CONTRACTOR

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

31 XXII. TERM

32
 33 | A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
 34 term of this Master Agreement applies. The term of this Master Agreement shall commence on
 35 July 1, 2011~~0~~ and terminate on June 30, 2012~~+~~; provided, however, that the specific term for
 36 CONTRACTOR shall be as specified ~~on Page 4~~ in the Referenced Contract Provisions of this
 37 Agreement; and provided further that the parties shall continue to be obligated to comply with the

1 requirements and perform the duties specified in this Agreement. Such duties include, but are not
2 limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

5 //

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10 **XXIII. TERMINATION**

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

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

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

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

33 **D. CONTINGENT FUNDING**

- 34 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 35 a. The continued availability of federal, state and county funds for reimbursement of
36 COUNTY's expenditures, and
 - 37 b. Inclusion of sufficient funding for the services hereunder in the applicable budget

1 approved by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

23
24 **XXIV. THIRD PARTY BENEFICIARY**

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

27
28 **XXV. WAIVER OF DEFAULT OR BREACH**

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

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 | «PROVIDER_CAP»

5 | «DBA_CAP»
6 |

7 |
8 | BY: _____

DATED: _____

9 |
10 | TITLE: _____

11 |
12 |
13 | BY: _____

DATED: _____

14 |
15 | TITLE: _____
16 |

17 |
18 |
19 | COUNTY OF ORANGE

20 |
21 |
22 |
23 | BY: _____

DATED: _____

24 | HEALTH CARE AGENCY
25 |

26 |
27 | APPROVED AS TO FORM
28 | OFFICE OF THE COUNTY COUNSEL
29 | ORANGE COUNTY, CALIFORNIA
30 |

31 | BY: _____

DATED: _____

32 | DEPUTY
33 |

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

EXHIBIT A
TO AGREEMENT WITH
«PROVIDER_CAP»
«DBA_CAP»

JULY 1, 2011 THROUGH JUNE 30, 2012

I. ~~CONTRACTOR'S RESPONSIBILITIES~~ DEFINITIONS

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

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

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

C. "Skilled Nursing Facility – Special Treatment Program (SNF-STP)" means all services required by this Agreement. SNF-STP refers to programs that serve clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired.

D. "National Provider Identifier (NPI)" means the standard unique health identifier that was adopted by the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

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

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

G. Recovery is "a deeply personal, unique process of changing one's attitudes, values, feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with limitations caused by the illness. Recovery involves the development of new meaning and purpose in one's life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is

//

1 a personal and unique process, everyone with a psychiatric illness develops his or her own definition of
 2 recovery. However, certain concepts or factors are common to recovery.” (William Anthony, 1993).

3 4 **II. PERSONS TO BE SERVED**

5 A. CONTRACTOR shall serve clients, as defined by WIC Section 5903, who are referred by
 6 COUNTY and authorized for services under this Agreement.

7 B. CONTRACTOR shall admit clients with a DSM-IV-TR diagnosis in need of twenty-four (24)-
 8 hour skilled nursing services and who are appropriate for SNF/STP levels of care. These clients may
 9 include persons who have histories of, or are at risk for, symptoms such as assaultiveness,
 10 combativeness, elopement, suicide, management problems and excessive verbal abusiveness which
 11 preclude them from being admitted into a lower level of care. MIO clients shall need intensive
 12 treatment in a secured setting, most of whom may be conservatees, pursuant to W & I Code 5008 (h)
 13 (2). These clients remain gravely disabled and potentially dangerous, and will be recently discharged or
 14 diverted from Patton or Metropolitan State Hospital.

15 C. CONTRACTOR shall accept all clients referred by COUNTY when the number of COUNTY
 16 clients receiving services pursuant to this Agreement in CONTRACTOR’s facility is less than the
 17 number of beds specified in Paragraph IV.B. of this Exhibit A to the Agreement.

18 1. CONTRACTOR may request to deny admission of a client within five (5) days of
 19 COUNTY’s notification of the proposed admission. Such request for denial shall be in writing and shall
 20 specify the reason(s) for the request and the specific behaviors which must change in order for the client
 21 to be admitted. Such requests are subject to approval by ADMINISTRATOR.

22 2. If the number of COUNTY clients receiving services pursuant to this Agreement in
 23 CONTRACTOR’s facility exceeds the number of beds specified in Paragraph IV.B. of this Exhibit A to
 24 the Agreement, CONTRACTOR may deny admission of a client based upon availability of beds.
 25 CONTRACTOR agrees to the same terms and conditions specified in this Agreement for any number of
 26 clients receiving services pursuant to this Agreement.

27 28 **III. PAYMENTS**

29 A. If the facility provides Skilled Nursing Facility with Special Treatment Program (SNF/STP)
 30 Services as specified in Exhibit B, Subparagraph II.A. of this Agreement, CONTRACTOR agrees to the
 31 following:

32 1. For all services provided pursuant to this Agreement, COUNTY shall pay CONTRACTOR
 33 monthly, in arrears, at the prevailing Skilled Nursing Facility with Special Treatment Program
 34 (SNF/STP) services rate, as determined by the State Department of Health Services; provided, however,
 35 the total of all such payments to CONTRACTOR and all other providers of Mental Health Skilled
 36 Nursing and Special Treatment Program Services shall not exceed COUNTY’s Aggregate Maximum
 37 Obligation as specified in the Referenced Contract Provisions of this Agreement.

a. COUNTY shall pay CONTRACTOR the prevailing SNF/STP rate per client day.

1) The above rates shall be adjusted by ADMINISTRATOR by the amount and effective the same date that rates are adjusted for Medi-Cal Skilled Nursing Facility as directed by the State Department of Health Services.

2) A 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.

b. Reimbursement will be made only for services provided to clients who are certified by COUNTY as eligible to receive services and for whom there is a current COUNTY treatment assessment/certification in force.

2. CONTRACTOR's billings shall be on a form approved or supplied by COUNTY and 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 no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

3. COUNTY shall collect Supplemental Security Income (SSI)/Supplemental Security Payment (SSP) revenues due the client, conservator/guardian, or legally responsible person.

4. CONTRACTOR shall collect Additional Income Sources, fees, and other revenues (collectively referred to as "Revenue") from or on behalf of clients receiving services pursuant to this Agreement. "Additional Income Source" is defined as any income due the client other than SSI/SSP. CONTRACTOR shall deduct such Revenue from CONTRACTOR's billings to COUNTY.

a. ADMINISTRATOR may adjust CONTRACTOR's billings if the appropriate Revenue has not been deducted by CONTRACTOR prior to submission of the billings.

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

c. Upon written request by CONTRACTOR, ADMINISTRATOR may authorize a portion of Revenue to be used by CONTRACTOR as reimbursement for non-covered costs pertaining to the client's care or personal needs.

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

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

B. If the facility provides Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services and is a Medi-Cal billable facility as specified in Exhibit B, Subparagraph I.A. and II.B. of this Agreement, CONTRACTOR agrees to the following:

1. For all services provided pursuant to this Agreement, CONTRACTOR shall be paid by the State Department of Health Services based on the prevailing Skilled Nursing Facility and Special Treatment Program (SNF/STP) services rate per client day.

1 2. A client day means one (1) calendar day during which Contractor provides all of the
2 services described hereunder, including the day of admission and excluding the day of discharge. If
3 admission and discharge occur on the same day, one (1) client day shall be charged.

4 C. If the facility provides Skilled Nursing Facility with Special Treatment Program (SNF/STP)
5 Services to Hearing Impaired as specified in Exhibit B, Subparagraphs I.B. and II.C. of this Agreement,
6 CONTRACTOR agrees to the following:

7 1. COUNTY shall pay CONTRACTOR the prevailing SNF/STP rate per client day.

8 a. The above rates shall be adjusted by ADMINISTRATOR by the amount and effective
9 the same date that rates are adjusted for Medi-Cal Skilled Nursing Facility as directed by the State
10 Department of Health Services.

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

14 2. In addition to the SNF/STP rate, CONTRACTOR shall be compensated at a rate of \$50.00
15 per client day.

16 D. If the facility provides Specialized Nursing Care Services, in addition to SNF services as
17 specified in Exhibit B, Subparagraph I.C. and II.D. of this Agreement, CONTRACTOR agrees to the
18 following:

19 1. For all services provided pursuant to this Agreement, COUNTY shall pay CONTRACTOR
20 monthly, in arrears; provided, however, the total of all such payments to CONTRACTOR and all other
21 providers of Skilled Nursing Facility and Mental Health Special Treatment Program services shall not
22 exceed COUNTY's Aggregate Maximum Obligation for the Period.

23 a. COUNTY shall pay CONTRACTOR the prevailing SNF/STP rate per client day. A
24 client day means one (1) calendar day during which Contractor provides all of the services described
25 hereunder, including the day of admission and excluding the day of discharge. If admission and
26 discharge occur on the same day, one (1) client day shall be charged.

27 b. Reimbursement will be made only for services provided to clients who are certified by
28 COUNTY as eligible to receive services and for whom there is a current COUNTY treatment
29 assessment/certification in force.

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

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

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

1 E. If the facility provides Subacute Services, in addition to Skilled Nursing Facility and Special
 2 Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraphs I.D. and II.E. of this
 3 Agreement, CONTRACTOR agrees to be compensated at a rate of \$63.18 per client day in addition to
 4 the SNF/STP rate.

5 F. If the facility provides Subacute-Medical Services in addition to Skilled Nursing Facility and
 6 Special Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraph I.E. and II.F. of
 7 this Agreement, CONTRACTOR agrees to be compensated at a rate of \$73.64 per client day in addition
 8 to the SNF/STP rate.

9 G. If the facility provides Augmented Treatment Services, in addition to Skilled Nursing Facility
 10 and Special Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraphs I.F. and
 11 II.G. of this Agreement, CONTRACTOR agrees to be compensated at a rate of \$26.84 per client day in
 12 addition to the SNF/STP rate.

13 H. If the facility provides Mentally Ill Offender (MIO) Services, in addition to Skilled Nursing
 14 Facility and Special Treatment Program (SNF/STP) Services as specified in Exhibit B,
 15 Subparagraphs I.G. and II.H. of this Agreement, CONTRACTOR agrees to be compensated at a rate of
 16 \$36.05 per client day in addition to the SNF/STP rate.

17 I. If the facility provides MIO Program for Pedophiles (MIOP) Services, in addition to Skilled
 18 Nursing Facility and Special Treatment Program (SNF/STP) Services as specified in Exhibit B,
 19 Subparagraphs I.H. and II.I. of this Agreement, CONTRACTOR agrees to be compensated at the
 20 following rates per client day in addition to the SNF/STP rate:

21 1. First thirty (30) client days	\$75.42
22 2. After thirty (30) client days	\$40.18

24 ~~IV~~ ~~A~~ SERVICES TO BE PROVIDED

25 A. DESCRIPTION OF SERVICES

26 CONTRACTOR shall provide Skilled Nursing Facility (SNF) with Special Treatment Program
 27 Services (STP) for serious and persistently mentally ill adult Orange County residents. Services include
 28 medication management, therapy groups, activities therapy, and other recovery focused adjunctive
 29 therapy.

30 B. FACILITY

31 1. CONTRACTOR shall provide, within a licensed skilled nursing facility which may be
 32 designated by the State as an Institution of Mental Disease (IMD), a minimum of «MIN_BEDS» beds, or
 33 «NO_CLIENT_DAYS» client days, for the care of those clients referred by COUNTY. Such beds shall
 34 be located at «FACILITY_ADDR», «FAC_CITY_ST_ZIP». CONTRACTOR shall provide a safe and
 35 secure treatment setting appropriate to the level of care of its treatment population.

36 //

37 //

1 2. If the facility provides Skilled Nursing Facility and Special Treatment Program (SNF/STP)
 2 services, and specialized services as specified in Exhibit B, Subparagraphs I.A., I.C., I.D., I.E., I.F., I.G.,
 3 I.H., and I.I. of this Agreement, CONTRACTOR agrees to the following:

4 A minimum of «SPEC_SVC_MIN_BDS_» beds may be adjusted upon mutual written agreement
 5 between CONTRACTOR and ADMINISTRATOR, and to be used as follows:

- 6 a. A minimum of «SNF_STP_BEDS» of the above beds shall be for SNF/STP Services.
- 7 b. A minimum of «HEAR_IMP_BEDS» of the above beds shall be for Hearing Impaired/
 8 Psychiatric Special Treatment Services.
- 9 c. A minimum of «SPEC_CARE_BEDS» of the above beds shall be for Specialized
 10 Nursing Care Services.
- 11 d. A minimum of «SUBACU_BEDS» of the above beds shall be for Subacute Services.
- 12 e. A minimum of «SUBACUMED_BEDS» of the above beds shall be for Subacute-
 13 Medical Services
- 14 f. A minimum of «ATP_BEDS» of the above beds shall be for Augmented Treatment
 15 Program.
- 16 g. A minimum of «MIO_BEDS» of the above beds shall be for a Mentally Ill Offender
 17 (MIO) Program.
- 18 h. A minimum of «MIOP_BEDS» of the above beds shall be for a Mentally Ill Offender
 19 Program for pedophiles (MIOP).

20 3. CONTRACTOR's facility shall include the following:

- 21 a. Private or semi-private rooms for each client;
- 22 b. Group room(s) with an appropriate capacity for group meetings, occupational and
 23 vocational therapy, activities, or visitors;
- 24 c. Office space for confidential medical examinations and client interviews;
- 25 d. A supervised outside client recreational area;
- 26 e. Office space for CONTRACTOR's nursing, psychiatric, and social services staff, and
- 27 f. Dining area.

28 4. CONTRACTOR's facility should be located where it is readily accessible by public
 29 transportation.

30 ~~5C.~~ For each full-scope Medi-Cal beneficiary under twenty-one (21) years of age admitted,
 31 CONTRACTOR shall give the beneficiary/guardian/conservator the State Department of Mental Health
 32 (DMH) notification materials entitled, "*Early and Periodic Screening, Diagnosis, and Treatment*"
 33 (*EPSDT*), and "*Therapeutic Behavioral Services*" (*TBS*). CONTRACTOR shall document in the
 34 beneficiary's medical record that these materials were provided.

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

1 be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
2 institution, or religious belief.

3 ~~7E.~~ CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in
4 a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
5 shall maintain documents of such efforts which may include~~s~~, but not be limited to: records of
6 participation in COUNTY-sponsored or other applicable training~~s~~, recruitment and hiring policies and
7 procedures~~s~~, copies of literature in multiple languages and formats, as appropriate~~s~~, and descriptions of
8 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
9 challenged.

10 ~~8F.~~ QUALITY IMPROVEMENT AND PERFORMANCE OUTCOMES

11 ~~a.~~ CONTRACTOR shall submit to the ADMINISTRATOR, on a quarterly basis, the
12 number of discharges, excluding clients on unauthorized leave (AWOL) status or discharged against
13 medical advice (AMA). For Period One, such information shall be for the purpose of establishing a
14 baseline of successful discharges against develop and maintain a plan for Quality Improvement, the
15 overall goal of which future performance outcomes will be measured. A successful discharge shall
16 mean the number of clients who discharged to a less restrictive level of care and who remained stable for
17 sixty (60) calendar days post-discharge without requiring acute psychiatric hospitalization.

18 ~~b.~~ CONTRACTOR shall provide is the maintenance of high quality care and effective
19 utilization of services to more clients without increasing the total number of beds by decreasing the
20 average length of stay by five percent (5%).

21 ~~c.~~ CONTRACTOR shall increase service to clients' families by increasing the number of
22 family contacts by CONTRACTOR by ten percent (10%).

23 ~~d.~~ CONTRACTOR shall cooperate with COUNTY in meeting quality improvement
24 and offered. This plan shall include utilization review standards regarding the SNF/STP program, peer
25 review, and psychiatric and medical services.

26 ~~e.~~ CONTRACTOR shall provide assistance to COUNTY in conducting its utilization
27 controls, reporting functions, and medical necessity determination.

28 ~~9.~~ CONTRACTOR shall obtain a National Provider Identifier (NPI) The standard unique
29 health identifier adopted by the Secretary of medication monitoring as mandated by the State Department
30 of Mental Health. This plan will contain measurable outcomes and focus on personal growth and
31 recovery for clients functionally impaired by psychiatric symptoms and Human Services under Health
32 Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers. All HIPAA
33 covered healthcare providers, individuals and organizations must obtain an NPI for use to identify
34 themselves in HIPAA standard transactions. The NPI is assigned for life.

35 ~~10.~~ A document that notifies individuals of uses and disclosures of PHI that may be made by or
36 on behalf of the health plan or health care provided as set forth in the Health Insurance Portability and
37 Accountability Act of 1996 (HIPAA). lead to treatment in less restrictive levels of care and a return to

1 community living.

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

4 H. CONTRACTOR shall provide, upon request, the NPP for the County of Orange, as the Mental
 5 Health Plan, to any individual who received services under this Agreement.

6
 7 **II. PAYMENTS**

8 ~~A. If the facility provides Skilled Nursing Facility and Special Treatment Program (SNF/STP)~~
 9 ~~Services as specified in Exhibit B, Subparagraph II.A. of this Agreement, CONTRACTOR agrees to the~~
 10 ~~following:~~

11 ~~1. For all services provided pursuant to this Agreement, COUNTY shall pay CONTRACTOR~~
 12 ~~monthly, in arrears, at the prevailing Skilled Nursing Facility and Special Treatment Program~~
 13 ~~(SNF/STP) services rate, as determined by the State Department of Health Services; provided, however,~~
 14 ~~the total of all such payments to CONTRACTOR and all other providers of Mental Health Skilled~~
 15 ~~Nursing and Special Treatment Program Services shall not exceed COUNTY's Aggregate Maximum~~
 16 ~~Obligation for the Period.~~

17 ~~a. COUNTY shall pay CONTRACTOR the prevailing SNF/STP rate per client day.~~

18 ~~1) The above rates shall be adjusted by ADMINISTRATOR by the amount and~~
 19 ~~effective the same date that rates are adjusted for Medi-Cal Skilled Nursing Facility as directed by the~~
 20 ~~State Department of Health Services.~~

21 ~~2) A client day means one (1) calendar day during which CONTRACTOR provides all~~
 22 ~~of the services described hereunder, including the day of admission and excluding the day of discharge.~~
 23 ~~If admission and discharge occur on the same day, one (1) client day shall be charged.~~

24 ~~b. Reimbursement will be made only for services provided to clients who are certified by~~
 25 ~~COUNTY as eligible to receive services and for whom there is a current COUNTY treatment~~
 26 ~~assessment/certification in force.~~

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

31 ~~3. COUNTY shall collect Supplemental Security Income (SSI)/Supplemental Security~~
 32 ~~Payment (SSP) revenues due the client, conservator/guardian, or legally responsible person.~~

33 ~~4. CONTRACTOR shall collect Additional Income Sources, fees, and other revenues~~
 34 ~~(collectively referred to as "Revenue") from or on behalf of clients receiving services pursuant to this~~

35 ~~#~~

36 ~~Agreement. "Additional Income Source" is defined as any income due the client other than SSI/SSP.~~
 37 ~~CONTRACTOR shall deduct such Revenue from CONTRACTOR's billings to COUNTY.~~

~~a. ADMINISTRATOR may adjust CONTRACTOR's billings if the appropriate Revenue has not been deducted by CONTRACTOR prior to submission of the billings.~~

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

~~c. Upon written request by CONTRACTOR, ADMINISTRATOR may authorize a portion of Revenue to be used by CONTRACTOR as reimbursement for non-covered costs pertaining to the client's care or personal needs.~~

~~5. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Agreement.~~

~~6. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.~~

~~B. If the facility provides Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services and is a Medi-Cal billable facility as specified in Exhibit B, Subparagraph I.A. and II.B. of this Agreement, CONTRACTOR agrees to the following:~~

~~1. For all services provided pursuant to this Agreement, CONTRACTOR shall be paid by the State Department of Health Services based on the prevailing Skilled Nursing Facility and Special Treatment Program (SNF/STP) services rate per client day.~~

~~2. A 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.~~

~~C. If the facility provides Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services to Hearing Impaired as specified in Exhibit B, Subparagraphs I.B. and II.C. of this Agreement, CONTRACTOR agrees to the following:~~

~~1. COUNTY shall pay CONTRACTOR the prevailing SNF/STP rate per client day.~~

~~a. The above rates shall be adjusted by ADMINISTRATOR by the amount and effective the same date that rates are adjusted for Medi-Cal Skilled Nursing Facility as directed by the State Department of Health Services.~~

~~b. A 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.~~

~~2. In addition to the SNF/STP rate, CONTRACTOR shall be compensated at a rate of \$50.00 per client day.~~

~~D. If the facility provides Specialized Nursing Care Services, in addition to SNF services as specified in Exhibit B, Subparagraph I.C. and II.D. of this Agreement, CONTRACTOR agrees to the following:~~

~~1. For all services provided pursuant to this Agreement, COUNTY shall pay CONTRACTOR monthly, in arrears; provided, however, the total of all such payments to CONTRACTOR and all other~~

~~providers of Skilled Nursing Facility and Mental Health Special Treatment Program services shall not exceed COUNTY's Aggregate Maximum Obligation for the Period.~~

~~a. COUNTY shall pay CONTRACTOR the prevailing SNF/STP rate per client day. A 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.~~

~~b. Reimbursement will be made only for services provided to clients who are certified by COUNTY as eligible to receive services and for whom there is a current COUNTY treatment assessment/certification in force.~~

~~2. CONTRACTOR's billings shall be on a form approved or supplied by COUNTY and 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 no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.~~

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

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

~~E. If the facility provides Subacute Services, in addition to Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraphs I.D. and H.E. of this Agreement, CONTRACTOR agrees to be compensated at a rate of \$63.18 per client day in addition to the SNF/STP rate.~~

~~F. If the facility provides Subacute Medical Services in addition to Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraph I.E. and H.F. of this Agreement, CONTRACTOR agrees to be compensated at a rate of \$73.64 per client day in addition to the SNF/STP rate.~~

~~G. If the facility provides Augmented Treatment Services, in addition to Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraphs I.F. and H.G. of this Agreement, CONTRACTOR agrees to be compensated at a rate of \$26.84 per client day in addition to the SNF/STP rate.~~

~~H. If the facility provides Mentally Ill Offender (MIO) Services, in addition to Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraphs I.G. and H.H. of this Agreement, CONTRACTOR agrees to be compensated at a rate of \$36.05 per client day in addition to the SNF/STP rate.~~

~~I. If the facility provides MIO Program for Pedophiles (MIOP) Services, in addition to Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services as specified in Exhibit B, Subparagraphs I.H. and H.I. of this Agreement, CONTRACTOR agrees to be compensated at the following rates per client day in addition to the SNF/STP rate:~~

1 I. SNF/STP BED DAY SERVICES

2 ~~1. First 30 client days \$75.42~~

3 ~~2. After 30 client days \$40.18~~

4

5 ~~III. SERVICES~~

6 ~~A. SKILLED NURSING FACILITY AND WITH SPECIAL TREATMENT PROGRAM~~
 7 (SNF/STP) SERVICES – If the facility provides Skilled Nursing Facility ~~and with~~ Special Treatment
 8 Program (SNF/STP) services as specified in Exhibit B, Subparagraph I.A. of this Agreement,
 9 CONTRACTOR shall provide Skilled Nursing Facility ~~and with~~ Special Treatment Program (SNF/STP)
 10 services in accordance with Title 22 of the California Code of Regulations, including, but not limited to,
 11 the following:

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

14 ~~_____ 1. b. The overall goal of this program shall be to increase the functional levels of~~
 15 ~~clients, enabling them to transition to less restrictive levels of intervention, including independent living.~~

16 ~~_____ 2.~~ CONTRACTOR shall have a written STP plan, approved by ADMINISTRATOR, which
 17 focuses on the improved social functioning for the treatment resistant client. Any revision of
 18 CONTRACTOR's STP plan shall be approved in writing by ADMINISTRATOR prior to
 19 implementation.

20 ~~_____ 3. c.~~ CONTRACTOR shall make an initial individual assessment/certification of each client
 21 to identify the current level of functioning and program needs of the client. The assessment/certification
 22 shall be standardized and recorded on forms approved or provided by ADMINISTRATOR, and must be
 23 signed by COUNTY's Mental Health Director or designee within thirty (30) calendar days of admission.

24 ~~_____ 1)~~ The initial treatment assessment/certification shall be for a period of one hundred
 25 twenty (120) calendar days and may be extended in increments of one hundred twenty (120) calendar
 26 days at the sole discretion of ADMINISTRATOR.

27 ~~_____ 2).~~ CONTRACTOR shall submit to ADMINISTRATOR a plan for continued client
 28 treatment at least thirty (30) calendar days prior to the termination of the initial, or any subsequent one
 29 hundred twenty (120)-day client treatment certification period.

30 ~~_____ 4. d.~~ At least every four (4) months, in conjunction with ADMINISTRATOR,
 31 CONTRACTOR shall reassess each client to certify the need for continued placement. This
 32 assessment/certification must be signed by COUNTY's Mental Health Director or designee. Approval
 33 of continued client treatment is at the sole discretion of ADMINISTRATOR.

34 ~~_____ 5. e.~~ CONTRACTOR shall coordinate client discharge planning with ADMINISTRATOR to
 35 insure orderly discharge to appropriate levels of care for clients whom COUNTY determines are no
 36 longer eligible for services. CONTRACTOR shall begin discharge planning on the day of admission
 37 and include opportunities to participate in community activities, ~~consumer~~ client self-help groups, and

1 contact with community service providers when appropriate.

2 ~~6~~ f. CONTRACTOR shall provide, or cause to be provided, basic services which
3 shall include, but not be limited to, the following:

4 ~~a.~~ 1) Room and dietetic services;

5 ~~b.~~ 2) Nursing services including medication administration and client care;

6 ~~e. Client~~ g. CONTRACTOR shall provide client activities including
7 occupational, recreational, and vocational services, prevocational preparation services, and pre-discharge
8 planning in a therapeutic behavioral modification treatment milieu with training in the following areas:

9 1) Life skills

10 2) Self-help skills

11 3) Strategies for coping with the symptoms of the client's mental illness

12 4) Money management

13 5) Behavioral intervention

14 6) Interpersonal relationships

15 7) Accessing community services

16 ~~d. Psychiatric~~ h. CONTRACTOR shall provide psychiatric and psychological treatment
17 and other services consistent with the treatment plans and in accordance with Title 22 and the clients'
18 physicians' orders and guidelines;

19 ~~e.~~ i. CONTRACTOR shall provide dual diagnosis services for clients with both chemical
20 dependency and serious mental disorders which shall include programming to assist clients in coping
21 with their symptoms of mental illness without depending on mood altering substances;

22 ~~f. Service~~ j. CONTRACTOR shall provide service plans ~~shall be~~ that are based
23 upon an individualized assessment of client needs and preferences and include, but not be limited to, the
24 following: ~~housing; income support; vocational and educational goals; self-management of symptoms~~
25 ~~including the roles of medication; substance abuse; enhancement of interpersonal skills; relationship to~~
26 ~~significant others; linkages to the community; and survival skills;~~

27 ~~g. Clients~~ 1) Housing

28 2) Income support

29 3) Vocational and educational goals

30 4) Self-management of symptoms including the roles of medication

31 5) Substance abuse

32 6) Enhancement of interpersonal skills

33 7) Relationship to significant others

34 8) Linkages to the community

35 9) Survival skills

36 k. CONTRACTOR shall ~~be~~ ensure that clients are full participants in any meetings
37 governing decisions about treatment or services and should be encouraged to involve family members or

1 friends;

2 ~~h. Support Services~~ l. CONTRACTOR shall provide support services to include
3 the following:

4 1) Housekeeping, ~~laundry, maintenance, medical~~

5 2) Laundry

6 3) Maintenance

7 4) Medical records, ~~medication~~

8 5) Medication order processing, ~~access~~

9 6) Access to required medical treatment, ~~up~~

10 7) Up-to-date psychopharmacology, ~~and emergency~~

11 8) Emergency and non-emergency medical and ambulance services;

12 ~~9) Transportation for supervised client therapeutic outings;~~

13 m. CONTRACTOR shall provide, or cause to be provided, transportation to an appropriate
14 medical facility for clients who are provided services hereunder and who require emergency or non-
15 emergency medical care for illness or accident. ~~7. CONTRACTOR shall provide, or~~

16 ~~cause to be provided, transportation to an appropriate medical facility for clients who are provided~~
17 ~~services hereunder and who require emergency or non-emergency medical care for illness or accident.~~

18 The cost of such transportation as well as the cost of any medical care shall not be a charge to nor
19 reimbursable under this Agreement.

20 ~~8~~ n. CONTRACTOR shall coordinate the application process and prepare medical records
21 for current clients and any forthcoming clients as are necessary for making application to the Disability
22 Evaluation Division, Department of Social Services and the Social Security Administration for SSI/SSP
23 benefits.

24 ~~9~~ o. CONTRACTOR shall provide psychiatrist time and services regarding conservatorship
25 issues. This includes the annual filing of Court documents to renew conservatorship, as well as LPS
26 Conservatorship Court appearances/testimony as requested by COUNTY. CONTRACTOR shall
27 provide medical and psychiatric records as needed for all Court appearances.

28 ~~10~~ p. CONTRACTOR shall obtain all applicable current legal and conservatorship
29 documents, and authorization for the release of information signed, with original signature, by the client,
30 conservator/guardian, or legally responsible person. Such documentation shall be maintained by
31 CONTRACTOR in clients' charts.

32 ~~11~~ q. CONTRACTOR shall track the legal status of clients and notify COUNTY within three
33 (3) business days when Conservatorship terminates.

34 ~~12~~ r. CONTRACTOR shall complete the County's Long-Term Care (LTC) Discharge Form
35 and fax it to the County's LTC program within one business day of client discharge. CONTRACTOR
36 shall also notify the LTC program of the discharge by telephone call.

37 ~~13~~ s. CONTRACTOR shall provide census data weekly to the County's LTC program.

1 ~~14~~ f. CONTRACTOR shall notify County LTC by telephone whenever a County client is
 2 sent out for acute psychiatric or general medical hospital care. CONTRACTOR will notify County LTC
 3 in writing whether the client will be accepted back as soon as the client is stabilized and ready for return.

4 ~~B~~ 2. HEARING IMPAIRED/PSYCHIATRIC SPECIAL TREATMENT SERVICES - If the
 5 facility provides Hearing Impaired/Psychiatric Special Treatment Services as specified in Exhibit B,
 6 Subparagraph I.B. of this Agreement, CONTRACTOR shall provide a Hearing Impaired/Psychiatric
 7 Special Treatment Program for clients with severe hearing impairment, which includes specialized sign
 8 language interpretation for SNF/STP services. CONTRACTOR shall provide Skilled Nursing Facility
 9 and Special Treatment Program (SNF/STP) services for the hearing impaired in accordance with
 10 Title 22 of the California Code of Regulations as listed in subparagraph III.A. ~~1. - III.A.14.~~ above.

11 ~~C~~ 3. SKILLED NURSING FACILITY WITH SPECIALIZED NURSING CARE SERVICES ~~-~~
 12 If the facility provides Specialized Nursing Care Services, in addition to SNF services as specified in
 13 Exhibit B, Subparagraph I.C. of this Agreement, CONTRACTOR shall provide Skilled Nursing Facility
 14 (SNF) services in accordance with Title 22 of the California Code of Regulations, including, but not
 15 limited to, the following:

16 ~~1~~ a. ~~The overall goal of this program shall be to increase the functional levels of~~
 17 ~~clients, enabling them to transition to less restrictive levels of intervention, including independent living.~~

18 ~~2.~~ 2. The overall goal of this program shall be to increase the functional levels of clients,
 19 enabling them to transition to less restrictive levels of intervention, including independent living.

20 b. CONTRACTOR shall have a written services plan, approved by ADMINISTRATOR,
 21 which focuses on the improved social functioning for the treatment resistant client. Any revision of
 22 CONTRACTOR's STP plan shall be approved in writing by ADMINISTRATOR prior to
 23 implementation.

24 ~~3~~ c. CONTRACTOR shall provide Specialized Nursing Care services which, in addition to
 25 SNF services, shall include intensive supervision, stabilization and treatment programming for clients
 26 removed or diverted from the State hospital system. It is understood by the parties that such clients are
 27 not appropriate for SNF levels of care because of medical conditions which require skilled nursing care
 28 above that available in a SNF program, and their disorganized or dangerous behaviors preclude their
 29 successful treatment in a basic skilled nursing facility. In addition to standard medical and psychiatric
 30 work-ups, neuro-psychological evaluations shall also be performed in order to provide a baseline for
 31 medications and a foundation for behaviorally oriented treatment plans directed towards increasing the
 32 quality of life of the client and enhancing their ability to benefit from nursing care and treatment
 33 activities.

34 4 d. CONTRACTOR shall make an initial individual assessment/certification of each client
 35 to identify the current level of functioning and program needs of the client. The assessment/certification
 36 shall be standardized and recorded on forms approved or provided by ADMINISTRATOR, and must be
 37 signed by COUNTY's Mental Health Director or designee within thirty (30) calendar days of admission.

1 ~~a.~~ 1) The initial treatment assessment/certification shall be for a period of one hundred
 2 twenty (120) calendar days and may be extended in increments of one hundred twenty (120) calendar
 3 days at the sole discretion of ADMINISTRATOR.

4 ~~b.~~ 2) CONTRACTOR shall submit to ADMINISTRATOR a plan for continued client
 5 treatment at least thirty (30) calendar days prior to the termination of the initial, or any subsequent
 6 one hundred twenty (120)-day client treatment certification period.

7 ~~c.~~ e. At least every four (4) months, in conjunction with ADMINISTRATOR,
 8 CONTRACTOR shall reassess each client to certify the need for continued placement. This
 9 assessment/certification must be signed by COUNTY's Mental Health Director or designee. Approval
 10 of continued client treatment is at the sole discretion of ADMINISTRATOR.

11 ~~d.~~ f. CONTRACTOR shall coordinate client discharge planning with ADMINISTRATOR to
 12 insure orderly discharge to appropriate levels of care for clients whom COUNTY determines are no
 13 longer eligible for services. CONTRACTOR shall begin discharge planning on the day of admission
 14 and include opportunities to participate in community activities, ~~consumer~~ client self-help groups, and
 15 contact with community service providers when appropriate.

16 ~~e.~~ g. CONTRACTOR shall provide, or cause to be provided, basic services which shall
 17 include, but not be limited to, the following:

18 ~~1.~~ 1) Room and dietetic services;

19 ~~2.~~ 2) Nursing services including medication administration and client care;

20 ~~3.~~ 3) Client activities including occupational, recreational, and vocational services,
 21 prevocational preparation services, pre-discharge planning in a therapeutic behavioral modification
 22 treatment milieu with training in the following areas:

23 ~~1.~~ a) Life skills

24 ~~2.~~ b) Self-help skills

25 ~~3.~~ c) Strategies for coping with the symptoms of the client's mental illness

26 ~~4.~~ d) Money management

27 ~~5.~~ f) Behavioral intervention

28 ~~6.~~ h) Interpersonal relationships

29 ~~7.~~ i) Accessing community services

30 ~~h.~~ h. CONTRACTOR shall provide psychiatric ~~8.~~ Psychiatric and psychological
 31 treatment and other services consistent with the treatment plans and in accordance with Title 22 and the
 32 clients' physicians' orders and guidelines;

33 ~~9.~~ //

34 i. CONTRACTOR shall provide dual diagnosis services for clients with both chemical
 35 dependency and serious mental disorders which shall include programming to assist clients in coping
 36 with their symptoms of mental illness without depending on mood altering substances;

37 ~~10.~~ j. Treatment plans shall be based upon an individualized assessment of client needs and

1 preferences and include, but not be limited to, the following: ~~housing; income support; vocational and~~
 2 ~~educational goals; self-management of symptoms including the roles of medication; substance abuse;~~
 3 ~~enhancement of interpersonal skills; relationship to significant others; linkages to the community; and~~
 4 ~~survival skills;~~

5 ~~11~~ 1) Housing

6 2) Income support

7 3) Vocational and educational goals

8 4) Self-management of symptoms including the roles of medication

9 5) Substance abuse

10 6) Enhancement of interpersonal skills

11 7) Relationship to significant others

12 8) Linkages to the community

13 9) Survival skills

14 k. Clients shall be full participants in any meetings governing decisions about treatment or
 15 services and should be encouraged to involve family members or friends.

16 ~~12. Support Services~~ 1. CONTRACTOR shall provide support services to include:

17 1) Housekeeping, ~~laundry, maintenance, medical~~

18 2) Laundry

19 3) Maintenance

20 4) Medical records, ~~medication~~

21 5) Medication order processing, ~~access~~

22 6) Access to required medical treatment, ~~up~~

23 7) Up-to-date psychopharmacology, ~~and emergency~~

24 8) Emergency and non-emergency medical and ambulance services;

25 ~~13~~ 9) Transportation for supervised client therapeutic outings;

26 ~~14. CONTRACTOR shall provide, or cause to be provided, transportation to an appropriate~~
 27 ~~medical facility for clients who are provided services hereunder and who require emergency or non-~~
 28 ~~emergency medical care for illness or accident.~~

29 m. CONTRACTOR shall
 30 provide, or cause to be provided, transportation to an appropriate medical facility for clients who are
 31 provided services hereunder and who require emergency or non-emergency medical care for illness or
 32 accident. The cost of such transportation as well as the cost of any medical care shall not be a charge to
 33 nor reimbursable under this Agreement.

34 ~~15~~ n. CONTRACTOR shall coordinate the application process and prepare medical records
 35 for current clients and any forthcoming clients as are necessary for making application to the Disability
 36 Evaluation Division, Department of Social Services and the Social Security Administration for SSI/SSP
 37 benefits.

~~16~~ o. CONTRACTOR shall provide psychiatrist time and services regarding conservatorship

1 issues. This includes the annual filing of Court documents to renew conservatorship, as well as LPS
 2 //
 3 Conservatorship Court appearances/testimony as requested by COUNTY. CONTRACTOR shall
 4 provide medical and psychiatric records as needed for all Court appearances.

5 ~~17~~ 17 p. CONTRACTOR shall obtain all applicable current legal and conservatorship
 6 documents, and authorization for the release of information signed, with original signature, by the client,
 7 conservator/guardian, or legally responsible person. Such documentation shall be maintained by
 8 CONTRACTOR in clients' charts.

9 ~~18~~ 18 q. CONTRACTOR shall notify COUNTY within three (3) business days when
 10 Conservatorship terminates.

11 ~~19~~ 19 r. CONTRACTOR shall complete the County's Long-Term Care (LTC) Discharge Form
 12 and fax it to the County's LTC program within one business day of client discharge. CONTRACTOR
 13 shall also notify the LTC program of the discharge by telephone call.

14 ~~20~~ 20 s. CONTRACTOR shall provide census data weekly to the County's LTC program.

15 ~~21~~ 21 t. CONTRACTOR shall notify County LTC by telephone whenever a County client is
 16 sent out for acute psychiatric or general medical hospital care. CONTRACTOR will notify County LTC
 17 in writing whether the client will be accepted back as soon as the client is stabilized and ready for return.

18 ~~D~~ 4. SUBACUTE SERVICES ~~=~~ If the facility provides Subacute Services as specified in
 19 Exhibit B, Subparagraph I.D. of this Agreement, CONTRACTOR shall provide Subacute Services
 20 which, in addition to SNF/STP services, that shall include:

21 ~~1. Intensive~~ intensive supervision, stabilization and treatment programming for clients
 22 removed or diverted from the State hospital system. It is understood by the parties that such clients are
 23 not appropriate for SNF/STP levels of care because of medical conditions which require skilled nursing
 24 care above that available in a basic SNF/STP program, and their disorganized or dangerous behaviors
 25 preclude their successful treatment in a basic skilled nursing facility.

26 ~~2~~ a. In addition to standard medical and psychiatric work-ups, neuro-psychological
 27 evaluations shall also be performed in order to provide a baseline for medications and a foundation for
 28 behaviorally oriented treatment plans directed towards increasing the quality of life of the client and
 29 enhancing their ability to benefit from nursing care and treatment activities.

30 ~~3~~ b. Additional services beyond basic SNF/STP services shall include, but not be limited to,
 31 the following:

32 ~~e~~ 1) An additional mental health clinical positions to provide individual and group
 33 counseling;

34 ~~b~~ 2) A basic token economy program that identifies and rewards targeted behaviors and
 35 skills as appropriate for each client. CONTRACTOR shall not provide cigarettes or other tobacco
 36 products as rewards for targeted behaviors; and

37 ~~e~~ 3) Non-covered Medi-Cal services.

1 ~~E~~ 5. SUBACUTE-MEDICAL SERVICES – If the facility provides Subacute-Medical Services
 2 as specified in Exhibit B, Subparagraph I.E. of this Agreement, CONTRACTOR shall provide a
 3 Subacute-Medical Treatment Program which, in addition to SNF/STP Subacute services, shall include:
 4 ~~1. Supervision~~ supervision, nursing care, and programming for clients requiring additional
 5 medical support specific to the client’s individual medical needs.

6 ~~2~~ a. It is understood by the parties that while such clients, mutually identified by
 7 CONTRACTOR and ADMINSTRATOR, are behaviorally appropriate for SNF/STP Subacute levels of
 8 care, their medical conditions require continual nursing and program monitoring and services. Examples
 9 include but are not limited to clients with Polydepsia, HIV-AIDS, COPD, Diabetes, Seizure Disorders,
 10 ~~ete~~ and other medical conditions.

11 ~~3~~ b. Additional services beyond SNF/STP Subacute services shall include, but not be
 12 limited to, the following:

13 ~~e~~ 1) Additional mental health clinical positions to provide individual and group
 14 counseling;

15 ~~b~~ 2) When appropriate, a basic token economy program that identifies and rewards
 16 targeted behaviors related to their medical conditions and designed to improve self-care, monitoring, and
 17 reporting; and

18 ~~e~~ 3) Non-covered Medi-Cal services.

19 ~~F~~ 6. AUGMENTED TREATMENT SERVICES ~~—~~ — If the facility provides Augmented
 20 Treatment Services as specified in Exhibit B, Subparagraph I.F. of this Agreement, CONTRACTOR
 21 shall provide an Augmented Treatment Program which, in addition to SNF/STP services, which shall
 22 include: supervision and treatment programming for clients in transition from the Subacute Services
 23 program.

24 ~~1. Supervision and treatment programming for clients in transition from the Subacute Services~~
 25 ~~program.~~

26 ~~2~~ a. It is understood by the parties that while such clients, mutually identified by
 27 CONTRACTOR and ADMINISTRATOR, no longer require the intensive staffing and service level
 28 provided in the Subacute Services program, they are still not appropriate for SNF/STP levels of care.

29 ~~3. Additional services beyond basic SNF/STP services shall include, but not be limited to, the~~
 30 ~~following:~~

31 ~~a.~~ b. Additional services beyond basic SNF/STP services shall include, but not
 32 be limited to, the following:

33 1) Additional mental health clinical positions to provide individual and group
 34 counseling;

35 ~~b~~ 2) A basic token economy program that identifies and rewards targeted behaviors and
 36 skills as appropriate for each client. CONTRACTOR shall not provide cigarettes or tobacco products as
 37 rewards for targeted behaviors; and

~~e.~~ 3) Non-covered Medi-Cal services.

~~G.~~ 7. MENTALLY ILL OFFENDER (MIO) - If the facility provides Mentally Ill Offender (MIO) Services as specified in Exhibit B, Subparagraph I.G. of this Agreement, CONTRACTOR shall provide a Mentally Ill Offenders (MIO) Program which, in addition to SNF/STP services, shall include:

~~1. More~~ more intensive supervision and treatment programming for Orange County clients referred or diverted from Patton State Hospital.

~~2.~~

a. It is understood by the parties that such clients are not appropriate for SNF/STP levels of care because of legal and behavioral history and their current functioning level.

b. Additional services beyond basic SNF/STP services shall include, but not be limited to, the following:

1) Within twenty-four (24) hours of admission, an initial treatment meeting with the Interdisciplinary Team which shall include the client, a licensed clinical psychologist, the primary therapist, the MIO Program Director, the Supervising Psychiatric Nurse, the Medication Nurse, the Chemical Dependency Director, paraprofessional counselors, and the Activities Director;

2) Individual, group therapy and psychological testing with a licensed clinical psychologist;

~~e.~~ 3) At least once per week, individual therapy with the primary therapist;

~~e.~~ 4) Formal Chemical Dependency programming, including:

a) Weekly In-house Alcoholics Anonymous or Narcotics meetings;

b) Group meetings, at least 2 times a week, including random urinalysis screenings;

~~3)~~ c) Progress summaries as necessary to courts, Probation Department, parole officers, and guardians;

4) d) Court appearances as necessary; and

~~e.~~ 5) Family therapy, as appropriate, conducted by a licensed clinical psychologist and primary therapist.

~~H.~~ 8. MIO PROGRAM FOR PEDOPHILES (MIOP) - If the facility provides MIO Program for Pedophiles (MIOP) Services as specified in Exhibit B, Subparagraph I.H. of this Agreement, CONTRACTOR agrees to the following:

a. CONTRACTOR shall provide an MIO Program for pedophiles (MIOP) which shall include all services specified in subparagraph ~~III.G.1.~~ ~~III.G.3.e.~~ above plus an initial evaluation and weekly psychotherapy by a licensed mental health professional with experience in the treatment of such individuals.

b. For the MIOP program, CONTRACTOR shall provide the same staffing as for the MIO program and provide one-to-one supervision by a Certified Nursing Assistant while the client is in the community.

#

IV. PERSONS TO BE SERVED

~~A. CONTRACTOR shall serve clients, as defined by WIC Section 5903, who are referred by COUNTY and authorized for services under this Agreement.~~

~~B. CONTRACTOR shall admit clients with a DSM-IV-TR diagnosis in need of 24-hour skilled nursing services and who are appropriate for SNF/STP levels of care. These clients may include persons who have histories of, or are at risk for, symptoms such as assaultiveness, combativeness, elopement, suicide, management problems and excessive verbal abusiveness which preclude them from being admitted into a lower level of care. MIO clients shall need intensive treatment in a secured setting, most of whom may be conservatees, pursuant to W & I Code 5008 (h) (2). These clients remain gravely disabled and potentially dangerous, and will be recently discharged or diverted from Patton or Metropolitan State Hospital.~~

~~C. CONTRACTOR shall accept all clients referred by COUNTY when the number of COUNTY clients receiving services pursuant to this Agreement in CONTRACTOR's facility is less than the number of beds specified in Paragraph I.A of this Exhibit A to the Agreement.~~

~~1. CONTRACTOR may request to deny admission of a client within five (5) days of COUNTY's notification of the proposed admission. Such request for denial shall be in writing and shall specify the reason(s) for the request and the specific behaviors which must change in order for the client to be admitted. Such requests are subject to approval by ADMINISTRATOR.~~

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

V. STAFFING

A. CONTRACTOR shall provide staffing patterns and policies, at each facility, as indicated in ~~sections~~ **subparagraphs** B. ~~through~~ G. of this staffing paragraph, that accommodate the following requirements:

1. Provision for SNF/STP services in accordance with Title 22, including staffing requirements for support services provided directly by the program. All therapeutic treatment activities shall be carried out by personnel with appropriate specialized mental health training.

~~2. A written Code of Conduct for employees, volunteers, interns and Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-resident relationships; prohibition of sexual conduct with residents; and conflict of interest. A copy of the Code of Conduct shall be provided to each resident upon admission and shall be posted in writing in a prominent place in the treatment facility.~~

2. Documentation of employment qualifications and job descriptions which include duties and responsibilities bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff position.

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

4. CONTRACTOR shall make available to ADMINISTRATOR, upon request, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, license number (if applicable) and job description.

B. SPECIALIZED NURSING CARE SERVICES

1. For the Specialized Nursing Care services, CONTRACTOR shall provide the following staff expressed in Full-Time Equivalent (FTEs). One (1) FTE shall be equal to an average of forty (40) hours worked per week.

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
Clinical Director	1.00
Registered Nurse	4.50
Licensed Vocational Nurse	1.50
Certified Nursing Assistant	12.60
Occupational Therapist	0.50
Ward/Transport Clerk	1.00
Rehabilitation Aide	3.00
Psychiatrist	0.25
Medical Director	0.25
Internal Medicine M.D.	<u>0.25</u>
TOTAL FTEs	24.85

2. CONTRACTOR shall provide additional administrative/support staff as necessary to provide the Specialized Nursing Care services.

3. Specified FTE for the Psychiatrist, Medical Director, and Internal Medicine M.D. shall be non-billable consultation time.

4. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend subparagraph V.B.1. ~~through~~ V.B.3. above.

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1 C. SUBACUTE SERVICES

2 1. For Subacute services CONTRACTOR shall provide the following staff expressed in Full-
3 Time Equivalents (FTEs). One (1) FTE shall be equal to an average of forty (40) hours worked per
4 week.

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
Clinical Director	0.66
Assistant Director	0.06
Registered Nurse	2.00
Licensed Vocational Nurse	4.00
Certified Nursing Assistant	5.00
Floor Supervisor	1.00
Recreation Aide	<u>7.00</u>
TOTAL FTEs	19.72

16 2. The Clinical Director shall be a licensed mental health professional.

17 3. An additional 4.7 FTE of mental health clinical positions to provide individual and group
18 counseling.

19 4. CONTRACTOR shall provide additional administrative/support staff as necessary to
20 provide the Subacute Services.

21 5. CONTRACTOR shall maintain a staff-to-patient ratio of 1:5.

22 6. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
23 subparagraphs V.C.1-~~4~~ through V.C.5. above.

24 D. SUBACUTE-MEDICAL SERVICES

25 1. For the SNF/STP-Medical Treatment Program, CONTRACTOR shall provide the following
26 staff expressed in Full-Time Equivalents (FTEs). One (1) FTE shall be equal to an average of forty (40)
27 hours worked per week.

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
Registered Nurse	1.00
Licensed Vocational Nurse	1.32
Certified Nursing Assistant	3.00
Floor Supervisor	1.00
Recreation Aide	<u>1.00</u>
TOTAL FTEs	7.32

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37 //

- 2. CONTRACTOR shall maintain a staff-to-patient ratio of 1:3.
- 3. An additional 1.5 FTE of mental health clinical positions to provide individual and group counseling.
- 4. CONTRACTOR shall provide additional administrative/support staff as necessary to provide the Subacute-Medical Treatment Program services.

5. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend subparagraphs V.D.1 ~~through~~ V.D.4. above.

E. AUGMENTED TREATMENT SERVICES

1. For the Augmented Treatment Program, CONTRACTOR shall provide the following staff expressed in Full-Time Equivalents (FTEs). One (1) FTE shall be equal to an average of forty (40) hours worked per week.

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
Clinical Director	1.00
Team Leader	1.00
Registered Nurse	0.66
Licensed Vocational Nurse	1.32
Certified Nursing Assistant	4.66
Floor Supervisor	1.00
Recreation Aide	<u>1.00</u>
TOTAL FTEs	10.64

- 2. The Clinical Director shall be a licensed clinical psychologist.
- 3. An additional 1.5 FTE of mental health clinical positions to provide individual and group counseling.
- 4. CONTRACTOR shall provide additional administrative/support staff as necessary to provide the Augmented Treatment Program.
- 5. CONTRACTOR shall maintain a counseling staff-to-patient ratio of 1:6.
- 6. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend subparagraphs V.E.1. ~~through~~ V.E.5. above.

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1 F. MENTALLY ILL OFFENDER (MIO)

2 1. For the MIO Program, CONTRACTOR shall provide the following staff expressed in Full-
3 Time Equivalents (FTEs). One (1) FTE shall be equal to an average of forty (40) hours worked per
4 week.

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
MIO Program Director	0.20
Primary Therapist/Competency Specialist	1.00
Chemical Dependency Specialist	0.20
Mental Health Worker	4.20
Psychiatric R.N.	0.20
Driver	<u>0.20</u>
TOTAL FTEs	6.00

14
15 2. The primary therapist/competency specialist shall be a licensed mental health professional
16 or appropriately supervised clinical psychology intern.

17 3. CONTRACTOR shall provide additional administrative/support staff as necessary to
18 provide the MIO Program.

19 4. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
20 subparagraphs V.F.1. ~~through~~ V.F.3. above.

21 G. MIO PROGRAM FOR PEDOPHILES (MIOP)

22 1. For the MIO for Pedophiles Program, CONTRACTOR shall provide the following staff
23 expressed in Full-Time Equivalents (FTEs). One (1) FTE shall be equal to an average of forty (40)
24 hours worked per week.

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
MIO Program Director	0.20
Primary Therapist/Competency Specialist	1.00
Chemical Dependency Specialist	0.20
Mental Health Worker	4.20
Psychiatric R.N.	0.20
Driver	<u>0.20</u>
TOTAL FTEs	6.00

35 2. For the MIOP program, CONTRACTOR shall provide one-to-one supervision by a
36 Certified Nursing Assistant while the client is in the community.

37 //

1 3. The primary therapist/competency specialist shall be a licensed mental health professional
2 or appropriately supervised clinical psychology intern.

3 4. CONTRACTOR shall provide additional administrative/support staff as necessary to
4 provide the MIO Program.

5 5. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
6 subparagraphs V.G.1. ~~through~~ V.G.4. above.

7
8 **VI. ISSUE RESOLUTION**

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

12 1. CONTRACTOR shall routinely utilize all informal communication processes and methods
13 with COUNTY program and administrative staff including, but not limited to, telephone contact,
14 Facsimile Machine (FAX), written correspondence and meetings, to resolve any issues or problems
15 regarding the implementation and operation of this Agreement or COUNTY's policies and procedures
16 regarding services described herein.

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

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

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

28
29 **VII. PATIENT'S RIGHTS**

30 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
31 poster as well as the local Mental Health Plan Complaint and Grievance poster in locations readily
32 available to patients and staff and have complaint forms and complaint envelopes readily accessible to
33 patients.

34 B. In addition to those processes provided by COUNTY and the resident County, CONTRACTOR
35 shall have complaint resolution and grievance processes approved by COUNTY, to which the
36 beneficiary shall have access.

37 //

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

3 2. CONTRACTOR's complaint resolution and grievance processes shall incorporate
4 COUNTY's and the resident County's grievance, patients' rights, and utilization management guidelines
5 and procedures.

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

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

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

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

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

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

28 **VIII. REPORTS**

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

35 CONTRACTOR shall facilitate physician to physician consultation between CONTRACTOR physician
36 and ADMINISTRATOR physician to review the client's clinical course following any adverse outcome.
37

1 B. CONTRACTOR shall provide COUNTY copies of all Department of Health Services surveys,
2 including any plans of correction.

3 C. STAFFING - CONTRACTOR shall submit to ADMINISTRATOR, on a quarterly basis, a list
4 of persons who provide services under this Agreement and their job descriptions. The staff list shall
5 state the employee name, job title, profession degree, and license number, if applicable.

6 D. PROGRAMMATIC - CONTRACTOR shall submit monthly programmatic reports to
7 COUNTY's Long Term Care (LTC) program which shall be received no later than fourteen (14)
8 calendar days following the end of the month being reported. These reports shall be on a form
9 acceptable to, or provided by COUNTY's LTC program and shall evaluate each client's participation
10 and functioning in CONTRACTOR's psycho-social rehabilitation program, and readiness for discharge.

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EXHIBIT B
TO AGREEMENT WITH
«PROVIDER_CAP»
«DBA_CAP»

JULY 1, 201~~0~~1 THROUGH JUNE 30, 201~~1~~2

I. TYPE OF SPECIALIZED SKILLED NURSING FACILITY SERVICE

CONTRACTOR agrees to provide the Facility and Services as defined in Subparagraph IV. of Exhibit A to the Agreement and marked with an “X” pursuant to the terms and conditions specified in the Agreement for the Provision of Mental Health Skilled Nursing and Special Treatment Program Services between COUNTY and CONTRACTOR. COUNTY and CONTRACTOR may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

- A. Skilled Nursing Facility and Special Treatment Program (SNF/STP) Services «SNF_STP»
- B. Hearing Impaired/Psychiatric Special Treatment Services «HEAR_IMP»
- C. Skilled Nursing Facility with Specialized Nursing Care «SPEC_CARE»
- D. Subacute Services «SUBACUTE»
- E. Subacute – Medical Services «SUB_AC_MED»
- F. Augmented Treatment Services «AUG_TRTMNT»
- G. Mentally Ill Offender (MIO) Services «MIO»
- H. MIO Program for Pedophiles (MIOP) Services «MIOP»

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II. TYPE OF PAYMENTS

CONTRACTOR agrees to the compensation marked with an "X" below and as specified in Subparagraph IV of Exhibit A to the Agreement for the Provision of Mental Health Skilled Nursing and Special Treatment Program Services between COUNTY and CONTRACTOR.

- | | | |
|----|--|---------------------|
| A. | Skilled Nursing Facility and Special Treatment Program
(SNF/STP) Services | <u>«SNF_STP»</u> |
| B. | Skilled Nursing Facility - Medi-Cal Billable Facility | <u>«MEDI_CAL»</u> |
| C. | Hearing Impaired/Psychiatric Special Treatment Services | <u>«HEAR_IMP»</u> |
| D. | Skilled Nursing Facility with Specialized Nursing Care | <u>«SPEC_CARE»</u> |
| E. | Subacute Services | <u>«SUBACUTE»</u> |
| F. | Subacute – Medical Services | <u>«SUB_AC_MED»</u> |
| G. | Augmented Treatment Services | <u>«AUG_TRTMNT»</u> |
| H. | Mentally Ill Offender (MIO) Services | <u>«MIO»</u> |
| I. | MIO Program for Pedophiles (MIOP) Services | <u>«MIOP»</u> |

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