



**CONTENTS**

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

<u><b>PARAGRAPH</b></u>	<u><b>PAGE</b></u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions .....	3
I. Alteration of Terms .....	5
II. Assignment of Debts.....	5
III. Compliance.....	5
IV. Confidentiality.....	9
V. Cultural Competency .....	10
VI. Delegation <del>and</del> Assignment <u>and Subcontracts</u> .....	10
VII. Employee Eligibility Verification.....	11
VIII. Expenditure and Revenue Report .....	11
IX. Facilities, Payments and Services.....	11
X. Indemnification and Insurance.....	12
XI. Inspections and Audits .....	12
XII. Licenses and Laws .....	14
XIII. Maximum Obligation.....	15
XIV. Nondiscrimination.....	16
XV. Notices.....	18
XVI. Notification of Death .....	18
XVII. Records Management and Maintenance.....	19
XVIII. Revenue .....	21
XIX. Severability.....	21
XX. Status of Contractor .....	21
XXI. Term .....	22
XXII. Termination .....	22
XXIII. Third Party Beneficiary.....	24
XXIV. Waiver of Default or Breach.....	24
Signature Page .....	25
 <u><b>EXHIBIT A</b></u>	
I. Definitions .....	1
II. Payments .....	1
III. Reports.....	2
IV. Services .....	2

**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2008~~2010 through June 30, ~~2010~~2012

"Period One" means the period from July 1, ~~2008~~2010 through June 30, ~~2009~~2011

"Period Two" means the period from July 1, ~~2009~~2011 through June 30, ~~2010~~2012

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation: \$~~400,000~~249,843  
 Period Two Aggregate Maximum Obligation: ~~400,000~~249,843  
 TOTAL AGGREGATE MAXIMUM OBLIGATION: \$~~800,000~~499,686

**CFDA Number:** \_\_\_\_\_

**Basis for Reimbursement:** Fee For Service

**Payment Method:** Fee For Service

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «LC\_NAME»  
 «Street\_Addr»  
 «PO\_Box»  
 «City\_State\_Zip»

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Coverage</del>	<del>per Occurrence</del>
<u>Comprehensive General Liability with broad form Property damage and contractual liability</u>	<u>\$1,000,000 combined single limit per occurrence</u> <u>\$2,000,000 aggregate</u>
<u>Automobile Liability, including coverage for owned, non-owned and hired vehicles</u>	<u>\$1,000,000 combined single limit per occurrence</u>
Workers' Compensation	Statutory
Employer's Liability <u>Insurance</u>	<u>\$1,000,000 per occurrence</u>
<u>Professional Liability made or</u>	<del>\$3 Insurance</del> <u>\$1,000,000 per claims</u>

Attachment B. Redline Version to Attachment A

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

~~Comprehensive General Liability Insurance~~ ~~—————~~ ~~\$5,000,000~~  
~~per occurrence~~  

---

~~Sexual Misconduct~~ ~~—————~~ ~~\$1,000,000~~ ~~per occurrence~~  
~~Comprehensive Automobile Liability Insurance, )~~ ~~—————~~ ~~\$1,000,000~~  
~~—covering the owned, non-owned and hired )~~ ~~—————~~ ~~(Combined Single Limit)~~  
~~—automobile hazards, including any COUNTY—)~~

## I. ALTERATION OF TERMS

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

## II. 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. ~~COUNTY's Health Care Agency (HCA)~~ 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. ~~CONTRACTOR may adopt HCA's Compliance Program or establish its own. If CONTRACTOR has established its own Compliance Program, CONTRACTOR shall acknowledge existence of HCA's Compliance Program and shall provide certification to ADMINISTRATOR that CONTRACTOR shall operate its own Compliance Program and~~ 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") are made aware of CONTRACTOR's Compliance Program policies and procedures.~~

~~2. If CONTRACTOR elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance. CONTRACTOR shall ensure that Covered Individuals")~~ relative to this Agreement are made aware of ~~these Policies and Procedures~~ ADMINISTRATOR's Compliance Program and related policies and procedures.

~~B. CODE OF CONDUCT—Under the direction of the HCA Office of Compliance, a Code of Conduct for adherence by all HCA employees and contract providers has been developed.~~

~~1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the~~

1 ~~option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that~~  
2 ~~CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph~~  
3 ~~B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for~~  
4 ~~review and comparison to federal, state and county standards by the HCA Compliance Officer.~~

5 ~~2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance~~  
6 ~~Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct~~  
7 ~~to meet minimum standards and CONTRACTOR shall either~~ 3. ~~CONTRACTOR has~~  
8 ~~the option to adhere to ADMINISTRATOR's Compliance Program or establish its own.~~

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

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

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

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

24 B. ~~CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence~~  
25 ~~by ADMINISTRATOR's employees and contract providers.~~

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

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

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

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

36 5. ~~ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of~~  
37 ~~Conduct is accepted. CONTRACTOR shall~~ take necessary action to meet said standards or shall be

asked to acknowledge and agree to the ~~“HCA Contractor~~ ADMINISTRATOR’s Code of Conduct<sup>2</sup> specified in subparagraph B.3. below.

~~3. HCA CONTRACTOR CODE OF CONDUCT CONTRACTOR and its employees and subcontractors shall:~~

~~a. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for the services specified herein.~~

~~b. Use their best efforts to conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealings related to this Agreement and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.~~

~~c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with respect.~~

~~d. Not engage in any activity in violation of this Agreement, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline.~~

~~e. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.~~

~~f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.~~

~~g. Bill only for eligible services actually rendered and fully documented and use billing codes that accurately describe the services provided.~~

~~h. Act promptly to investigate and correct problems if errors in claims or billings are discovered.~~

~~i. Promptly report to HCA’s Compliance Officer any activity that CONTRACTOR believes may violate the standards of the HCA Compliance Program, or any other applicable law, regulation, rule or guideline.~~

~~j. Promptly report to HCA’s Compliance Officer any suspected violation(s) of the HCA Contractor Code of Conduct.~~

~~k. Consult with HCA’s Compliance Officer if there are any questions or uncertainties of any Compliance Program standard or any other applicable law, regulation, rule or guideline.~~

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

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

8. Failure of CONTRACTOR to timely submit the acknowledgement of ~~the HCA Contractor~~



1 ~~Code of Conduct or its own~~ ADMINISTRATOR's Code of Conduct shall constitute a material breach of  
 2 this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from  
 3 ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying  
 4 party.

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

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

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

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

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

19 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors  
 20 semi-annually, ~~(January and July unless otherwise authorized in writing by ADMINISTRATOR,)~~  
 21 to ensure that they have not become Ineligible Persons.

22 ~~4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any~~  
 23 ~~debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.~~  
 24 ~~CONTRACTOR shall notify COUNTY immediately upon such disclosure.~~

25 ~~5. In addition to screening organizations and vendor under subcontract,~~ CONTRACTOR  
 26 shall also request that its subcontractors use their best efforts to verify that they are eligible to  
 27 participate in all federal and State of California health programs and have not been excluded or debarred  
 28 from participation in any federal or state health care programs, and to further represent to  
 29 CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

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

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



1 ~~HCA~~ COUNTY business operations related to this Agreement.

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

7 D. REIMBURSEMENT STANDARDS

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

11 2. CONTRACTOR shall ~~not~~ submit no false, fraudulent, inaccurate or fictitious claims for  
12 payment or reimbursement of any kind.

13 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
14 fully documented. When such services are coded, CONTRACTOR shall use ~~only correct~~ accurate  
15 billing codes ~~that to~~ accurately describe the services provided and to ensure compliance with all billing  
16 and documentation requirements.

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

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

21 1. ~~CONTRACTOR shall use its best efforts to encourage attendance at Compliance Training~~  
22 ~~by Covered Individuals.~~

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

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

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

30 IV. CONFIDENTIALITY

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

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

1 COUNTY.

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

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

24  
25 **VI. DELEGATION AND ASSIGNMENT AND SUBCONTRACTS**

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

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

1 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments  
 2 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this  
 3 paragraph.

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

## 10 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

11 CONTRACTOR warrants that it ~~makes best effort to~~ shall fully comply with all federal and state  
 12 statutes and regulations regarding the employment of aliens and others and to ensure that ~~all its~~  
 13 employees, subcontractors and consultants performing work under this Agreement meet the citizenship  
 14 or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain,  
 15 from all employees, subcontractors and consultants performing work hereunder, all verification and  
 16 other documentation of employment eligibility status required by federal or state statutes and  
 17 regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C.  
 18 §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall  
 19 retain all such documentation for all covered employees, subcontractors and consultants for the period  
 20 prescribed by the law.  
 21

## 22 **VIII. EXPENDITURE AND REVENUE REPORT**

23 A. No later than sixty (60) calendar days following termination of each fiscal year or termination  
 24 of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes  
 25 only, an Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report  
 26 shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and  
 27 generally accepted accounting principles.  
 28

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

## 31 **IX. FACILITIES, PAYMENTS AND SERVICES**

32 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and  
 33 reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize,  
 34 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this  
 35 Agreement with at least the minimum number and type of staff which meet applicable federal and state  
 36 requirements, and which are necessary for the provision of the services hereunder.  
 37

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

**X. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

**XI. INSPECTIONS AND AUDITS**

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

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

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

11 a. Level and quality of care, including the necessity and appropriateness of the services  
 12 provided.

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

14 c. Compliance with COUNTY Client Grievances Procedures.

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

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

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

#### 24 C. AUDIT RESPONSE

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

30 2. If the audit reveals that money is payable from one party to the other, that is,  
 31 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
 32 CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60)  
 33 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
 34 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
 35 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
 36 amount not to exceed the reimbursement due COUNTY.

37 D. ~~Within fourteen (14) calendar days of receipt by CONTRACTOR,~~ CONTRACTOR shall



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

## 6 **XII. LICENSES AND LAWS**

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

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

- 18 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 19 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 20 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child  
 21 Abuse Reporting;
- 22 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 23 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 24 6. United States Code (U.S.C.A.) Title 42;
- 25 7. Federal Social Security Act, Title XVIII and Title XIX;
- 26 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
- 27 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
- 28 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and  
 29 Sections 1251 et seq.);
- 30 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 31 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 32 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 33 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 34 15. Orange County Medi-Cal Mental Health Managed Care Plan;
- 35 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case  
 36 Management.
- 37 17. Health Insurance Portability and Accountability Act (HIPAA) ~~Privacy Rule~~, as it may exist

1 now, or be hereafter amended, and if applicable.

2 ~~C. CONTRACTOR shall at all times be capable and authorized by the State of California to~~  
3 ~~provide treatment and bill for services provided to Medi-Cal eligible clients while working under the~~  
4 ~~terms of this Agreement.~~

5 #

6 ~~D. 18. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-~~  
7 ~~133.~~

8 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

30 **XIII. MAXIMUM OBLIGATION**

31 The Aggregate Maximum ~~Obligation~~Obligations of COUNTY for services provided in accordance  
32 with all agreements for Mental Health Inpatient Services ~~for Adolescents and Children Services~~ during  
33 Period One and Period Two are as specified on Page 3 of this Agreement. This specific Agreement with  
34 CONTRACTOR is only one of several agreements to which ~~this~~these Aggregate Maximum ~~Obligation~~  
35 ~~applies.~~Obligations apply. It therefore is understood by the parties that reimbursement to  
36 CONTRACTOR will be only a fraction of ~~this~~these Aggregate Maximum ~~Obligation~~Obligations.

37 //



1 //  
2 //

**XIV. NONDISCRIMINATION**

**A. EMPLOYMENT**

5 1. ~~During the performance of this Agreement, CONTRACTOR shall ensure that applicants are~~  
6 ~~employed, and that employees are treated during~~ not unlawfully discriminate against any employee or  
7 ~~applicant for~~ employment, ~~without regard to their~~ because of his/her ethnic group identification, race,  
8 religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual  
9 ~~preference~~orientation, medical condition, or physical or mental disability. ~~Such action shall include, but~~  
10 ~~not be limited to the following: employment, upgrade~~CONTRACTOR shall warrant that the evaluation  
11 and treatment of employees and applicants for employment are free from discrimination in the areas of  
12 ~~employment, promotion,~~ demotion or transfer; recruitment or recruitment advertising; layoff or  
13 termination; rate of pay or other forms of compensation; and selection for training, including  
14 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for  
15 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
16 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

27 **B. SERVICES, BENEFITS, AND FACILITIES** - CONTRACTOR shall not discriminate in the  
28 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
29 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
30 (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in  
31 accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of  
32 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
33 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other  
34 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
35 regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

28 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of  
29 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in  
30 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),  
31 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs  
32 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

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

5 **XV. NOTICES**

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

- 8 1. When written and deposited in the United States mail, first class postage prepaid and  
9 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;
- 10 2. When ~~FAXed~~ faxed, transmission confirmed;
- 11 3. When sent by electronic mail; or
- 12 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
13 Service, or other expedited delivery service.

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

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

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

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

26  
27 **XVI. NOTIFICATION OF DEATH**

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

29 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon  
30 becoming aware of the death due to non-terminal illness of any person served hereunder ~~or served~~  
31 ~~within the previous twelve (12) months~~; provided, however, weekends and holidays shall not be  
32 included for purposes of computing the time within which to give telephone notice and, notwithstanding  
33 the time limit herein specified, notice need only be given during normal business hours.

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

36 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain  
37 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the

1 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

2 B. TERMINAL ILLNESS DEATH

3 1. CONTRACTOR shall notify ADMINISTRATOR by written report ~~FAxed~~faxed, hand  
4 delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal  
5 illness of any person served hereunder ~~or served within the previous twelve (12) months~~. The  
6 Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of  
7 death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or  
8 employees with knowledge of the incident.

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

13  
14 **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

19 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §§70751(c), 71551(c),~~  
20 73543(a), 74731(a), 75055 ~~Retention of records by outpatient medical facilities(a), 75343(a), and~~  
21 77143(a).

22 2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS)  
23 manual.

24 3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)  
25 manual.

26 4. ~~45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

27 ~~5. State of California, Health and Safety Code §§123100-123149.~~123145.

28 5. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

36 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR  
37 shall maintain patient records and must establish and implement written record management procedures.

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

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

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

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

17 ~~E.G.~~ CONTRACTOR shall ensure ~~all HIPAA DRS compliance with~~ requirements ~~are met.~~  
18 ~~HIPAA requires that clients, participants, patients, etc., be provided the right to access or receive a~~  
19 ~~copy pertaining to the privacy and security of their DRS and/or request addendum to their~~  
20 ~~records~~ personally identifiable information (hereinafter "PII") and/or protected health information  
21 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or  
22 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone  
23 and email or facsimile.

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

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

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

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

37 H.L. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR



1 may provide written approval to CONTRACTOR to ~~change the record~~ maintain records in a single  
2 location ~~criteria~~, identified by CONTRACTOR.

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

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

### 8 9 **XVIII. REVENUE**

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

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

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

27 ~~D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by~~  
28 ~~persons other than individuals or groups eligible for services pursuant to this Agreement.~~

### 29 30 **XIX. SEVERABILITY**

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

### 36 37 **XX. STATUS OF CONTRACTOR**

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

## 12 **XXI. TERM**

13  
 14 ~~—A. This specific Agreement with CONTRACTOR is only one of several agreements to which the~~  
 15 ~~term of this Master Agreement applies.~~ The term of this Master Agreement shall commence on July 1,  
 16 2010 and terminate ~~as specified on Page 3 of this Agreement, unless otherwise sooner terminated as~~  
 17 ~~provided in this Agreement~~ on June 30, 2012; provided, however, that the specific term for  
 18 CONTRACTOR shall be as specified on Page 3 of this Agreement; and provided further that the parties  
 19 shall continue to be obligated to comply with the requirements and perform such the duties as would  
 20 normally extend beyond this term, including specified in this Agreement. Such duties include, but are  
 21 not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and  
 22 accounting.

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

## 25 **XXII. TERMINATION**

26  
 27 A. Either party may terminate this Agreement, without cause, upon ~~{thirty (30)}~~ calendar days  
 28 written notice given the other party.

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

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

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



1 another entity without the prior written consent of COUNTY.

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

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

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

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

12 D. CONTINGENT FUNDING

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

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

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

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

20 E. In the event this Agreement is terminated prior to the completion of the term as specified on  
21 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum  
22 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

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

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

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

32 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
33 their best interests.

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

36 6. Provide written notice of termination of services to each client being served under this  
37 Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.

1 A copy of the notice of termination of services to each client must also be provided to  
2 ADMINISTRATOR within the fifteen (15) calendar day period.

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

5 **XXIII. THIRD PARTY BENEFICIARY**

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

8  
9 **XXIV. WAIVER OF DEFAULT OR BREACH**

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

15 //  
16 //  
17 //  
18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

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

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

«UC\_NAME»

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

TITLE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

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

HEALTH CARE AGENCY

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

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

DEPUTY

Attachment B. Redline Version to Attachment A

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

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

JULY 1, 2008 ~~2010~~ THROUGH JUNE 30, 2010 ~~2012~~

**I. DEFINITIONS**

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

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

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

**II. PAYMENTS**

A. Mental Health Inpatient Services - COUNTY shall pay CONTRACTOR, monthly in arrears, at the following rates; provided, however, the total of all payments to CONTRACTOR and all other contract providers of Mental Health Inpatient Services to Children and Adolescents shall not exceed COUNTY’s Aggregate Maximum Obligation for the applicable Fiscal Year. COUNTY shall pay CONTRACTOR \$595 per Unit of Service for the initial day of acute psychiatric inpatient services to children and adolescents, and \$565 per Unit of Service for subsequent days. These rates are inclusive of physician services.

B. CONTRACTOR’s billings shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) working day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) days after receipt of the correctly completed billing form. A copy of discharge summary will be supplied with the invoice.

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

D. Neuroimaging Studies and Psychological testing – ~~(as defined in Exhibit A, Subparagraph IV.F; Neuroimaging Studies And Psychological Testing)~~ of this Agreement. CONTRACTOR shall be reimbursed for the actual cost of Services, provided CONTRACTOR’s billing to COUNTY for the costs of these services shall be submitted with the monthly invoice for hospital services. Billings shall indicate for whom services were provided, and be supported with such documentation as may be required by ADMINISTRATOR.

E. Medical Services - CONTRACTOR shall be reimbursed by COUNTY for authorized medical

1 services provided only to clients referred by COUNTY at the usual, customary or reasonable rate for the  
2 service(s) provided (See section IV-J Medical Services). COUNTY shall make no payment, and shall  
3 not be liable, for any medical expenses of full-fee clients, clients with insurance, Medicare, Medi-Cal or  
4 other third party coverage.

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

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

- 11 a. An itemized statement of client charges.
- 12 b. Discharge billing/summary for clients admitted for medical treatment.
- 13 c. An accounting of client revenue received.
- 14 d. A letter assigning client's debt to COUNTY.
- 15 e. A copy of the letter sent to client indicating assignment of the debt for medical services  
16 to COUNTY.

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

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

21  
22 **III. REPORTS**

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

26  
27 **IV. SERVICES**

28 A. FACILITY - CONTRACTOR shall provide acute psychiatric inpatient services for children and  
29 adolescents at the following location, or at any other location approved, in writing, by  
30 ADMINISTRATOR.

- 31 «Fac\_Name»
- 32 «Fac\_Addr»
- 33 «Fac\_PO\_Box»
- 34 «Fac\_City\_State\_Zip»

35 **B. SERVICES**

36 1. Unless provided by COUNTY, CONTRACTOR shall provide, or have provided by  
37 members of its staff, psychiatric treatment and other services, in accordance with Title 9 of the

1 California Code of Regulations which shall include, but not be limited to, the following:

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

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

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

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

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

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

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

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

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

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

36 d. Other services to include supervision of affiliate and nursing staff as it relates to client  
37 treatment, clinical consultation to other mental health clinical staff, and participation in



1 CONTRACTOR's quality assurance procedures.

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

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

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

10 a. CONTRACTOR shall consult with COUNTY's Hospital Liaison on a daily basis to aid  
11 in discharge planning.

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

14 c. Clinical information shall be shared with the Liaison and a specific aftercare  
15 appointment shall be set up prior to discharge.

16 d. If the minor is admitted and discharged in the same weekend, it shall be  
17 CONTRACTOR's responsibility to telephone the Liaison the next working day to get the case assigned,  
18 and follow-up by giving this information to parents/legal guardians. Also, Liaison shall be notified on  
19 the day the minor is discharged.

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

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

27 g. If ADMINISTRATOR does not approve a request for continuing treatment,  
28 ADMINISTRATOR shall work with CONTRACTOR to arrange alternate appropriate treatment upon  
29 discharge.

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

33 6. CONTRACTOR shall attend periodic meetings with CYS.

34 7. CONTRACTOR shall follow current legislative requirements for wards and dependents of  
35 the Juvenile Court. CONTRACTOR shall obtain information regarding any court ordered monitoring of  
36 visits, mandatory translators, and other court orders from SSA, Probation, or any other responsible  
37 agency.

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

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

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

14 E. CLINICAL CARE STANDARDS

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

20 2. CONTRACTOR shall allow ADMINISTRATOR to take part in utilization review  
21 activities.

22 a. If ADMINISTRATOR does not approve a request for continuing treatment,  
23 ADMINISTRATOR shall work with CONTRACTOR to arrange alternate appropriate treatment upon  
24 discharge.

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

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

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

33 F. NEUROIMAGING STUDIES AND PSYCHOLOGICAL TESTING

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

1 G. PERSONS TO BE SERVED

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

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

11 H. STAFFING

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

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

17 I. RESPONSIBILITIES OF COUNTY

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

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

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

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

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

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

33 J. MEDICAL SERVICES

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

37 2. CONTRACTOR shall be reimbursed by COUNTY for medical services provided only to

1 clients referred by COUNTY. Medical services provided to such clients shall be authorized and billed  
2 in the following manner:

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

9 b. Non-Emergency Medical Services

10 1) CONTRACTOR shall request prior approval for non-emergency medical services  
11 on COUNTY’s TAR form. TAR forms shall be supplied by ADMINISTRATOR. Completed TAR  
12 forms shall be mailed in accordance with the Notices paragraph of this Agreement.

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

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

18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //