

1                                   AGREEMENT FOR PROVISION OF  
2                                   MENTAL HEALTH RESIDENTIAL REHABILITATION SERVICES  
3                                   BETWEEN  
4                                   COUNTY OF ORANGE  
5                                   AND  
6                                   «FACILITY»  
7                                   FISCAL YEAR 2009 – 2011

8  
9       THIS AGREEMENT entered into this 1st day of July 2009, which date is enumerated for purposes  
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 «FACILITY1A», a California «STATUS» (CONTRACTOR). This Agreement shall be administered  
12 by the County of Orange Health Care Agency (ADMINISTRATOR).

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

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16       WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
17 Mental Health Residential Rehabilitation services described herein to the residents of Orange County;  
18 and

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

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

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**REFERENCED CONTRACT PROVISIONS****Term:** July 1, 2009 through June 30, 2011

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

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

**Aggregate Maximum Obligation:**Period One Maximum Obligation: \$1,037,330Period Two Maximum Obligation: 933,597TOTAL CONTRACT MAXIMUM OBLIGATION: \$1,970,927~~1,037,330~~~~\$2,074,660~~**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: «FACILITY2»  
 «ADDRESS»  
 «CITYSTATEZIPCODE»  
 «Tax\_ID»

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial 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
Sexual Misconduct	\$1,000,000 per occurrence

**I. ALTERATION OF TERMS**

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

**II. COMPLIANCE**

A. COUNTY's Health Care Agency (HCA) 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 provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the 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 HCA's Policies and Procedures.

B. CONTRACTOR has the option to adhere to HCA's Compliance Program or establish its own.

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

2. HCA's Compliance Officer shall advise CONTRACTOR 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 HCA's Code of Conduct and Compliance Program.

3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Policies and Procedures.

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

C. 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. If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30) calendar days of award of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of Conduct."

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

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

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

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

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

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

3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and July) to ensure that they have not become Ineligible Persons.

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

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

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1 E. REIMBURSEMENT STANDARDS

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

5 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for  
6 payment or reimbursement of any kind.

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

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

13 F. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training  
14 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

21  
22 **III. CONFIDENTIALITY**

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

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

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

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

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

#### **IV. CULTURAL COMPETENCY**

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

#### **V. DELEGATION AND ASSIGNMENT**

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

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

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

paragraph shall be void.

## **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## **VII. EXPENDITURE AND REVENUE REPORT**

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

## **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

## **IX. 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 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.

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

5 C. All insurance policies except Workers' Compensation and Employer's Liability shall contain the  
6 following clauses:

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

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

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

14 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be  
15 mailed to COUNTY as referenced on Page 3 of this Agreement.

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

## 19 20 **X. INSPECTIONS AND AUDITS**

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

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

### 34 **C. AUDIT RESPONSE**

35 1. Following an audit report, in the event of non-compliance with applicable laws and  
36 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
37 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement

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2 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
3 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

## 15 **XI. LICENSES AND LAWS**

16  
17 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term  
18 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and  
19 exemptions necessary for the provision of the services hereunder and required by the laws and  
20 regulations of the United States, State of California, COUNTY, and any other applicable governmental  
21 agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability  
22 to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals,  
23 certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

- 28 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 29 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 30 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child  
31 Abuse Reporting;
- 32 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 33 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 34 6. United States Code (U.S.C.A.) Title 42;
- 35 7. Federal Social Security Act, Title XVIII and Title XIX;
- 36 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.);
- 37 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);

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2 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and  
3 Sections 1251 et seq.);

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

5 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;

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

7 14. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist  
8 now or be hereafter amended and if applicable.

### 9 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

## 30 **XII. LITERATURE AND ADVERTISEMENTS**

31 A. Any written information or literature, including educational or promotional materials,  
32 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
33 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before  
34 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not  
35 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the  
36 Internet.  
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2 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
3 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
4 Agreement must be approved in advance and in writing by ADMINISTRATOR.

### 5 6 **XIII. MAXIMUM OBLIGATION**

7 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
8 agreements for Mental Health Residential Rehabilitation Services during Period One and Period Two  
9 are as specified on Page 3 of this Agreement. This specific Agreement with CONTRACTOR is only  
10 one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is  
11 understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this  
12 Aggregate Maximum Obligation.

### 13 14 **XIV. NONDISCRIMINATION**

#### 15 **A. EMPLOYMENT**

16 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated  
17 during employment, without regard to their ethnic group identification, race, religion, ancestry, color,  
18 creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or  
19 physical or mental disability. Such action shall include, but not be limited to the following:  
20 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or  
21 termination; rate of pay or other forms of compensation; and selection for training, including  
22 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for  
23 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
24 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

34 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the  
35 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
36 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
37 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with

Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the

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2 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as  
3 they exist now or may be hereafter amended together with succeeding legislation.

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

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

### 13 14 **XV. NOTICES**

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

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

19 2. When faxed, transmission confirmed;

20 3. When sent by electronic mail; or

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

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

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

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

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

### 35 36 **XVI. NOTIFICATION OF DEATH**

37 A. NON-TERMINAL ILLNESS DEATH

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

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

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

#### B. TERMINAL ILLNESS DEATH

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

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

### **XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

### **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement.

1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records by outpatient medical facilities.

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

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

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

5. State of California, Health and Safety Code §§123100 – 123149.5.

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

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

D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or request addendum to their records.

F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of personally identifiable information (hereinafter “PII”) and/or protected health information (hereinafter “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.

G. 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.

H. 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.

I. 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



1 longer.

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

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

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

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

### 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. STATUS OF CONTRACTOR**

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

### 32 33 **XXI. TERM**

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

1 reporting and accounting.

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## 4 **XXII. TERMINATION**

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

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

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

- 13 1. The loss by CONTRACTOR of legal capacity.
- 14 2. Cessation of services.
- 15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
16 another entity without the prior written consent of COUNTY.

### 17 **D. CONTINGENT FUNDING**

18 1. Any obligation of COUNTY under this Agreement is contingent upon the following:  
19 a. The continued availability of federal, state and county funds for reimbursement of  
20 COUNTY's expenditures, and

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

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

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

28 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

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

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

**XXIII. THIRD PARTY BENEFICIARY**

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

**XXIV. WAIVER OF DEFAULT OR BREACH**

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

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4 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,

5 State of California.

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7 «FACILITY1A»

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

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

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

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

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21 COUNTY OF ORANGE

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

25 HEALTH CARE AGENCY

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28

29 APPROVED AS TO FORM

30 OFFICE OF THE COUNTY COUNSEL

31 ORANGE COUNTY, CALIFORNIA

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

35 DEPUTY

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If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the

«FACILITY1A»

1 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
2 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
3 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
4 signature alone is required by HCA.  
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EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
MENTAL HEALTH RESIDENTIAL REHABILITATION SERVICES  
WITH  
«FACILITY»  
FISCAL YEAR 2009 – 2011

**I. PAYMENTS**

A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the rate of \$15.00 per day per bed whether or not the bed is occupied; provided, however, the total of such payments to CONTRACTOR and other providers of Mental Health Residential Rehabilitation Services shall not exceed the Aggregate Maximum Obligation for each period as set forth on Page 3 of this Agreement.

B. All revenue received on behalf of persons receiving services under this Agreement shall be used by CONTRACTOR for the provision of additional services for clients serviced under this agreement.

C. BILLINGS – CONTRACTOR's billing shall be made on a properly completed form approved or supplied by ADMINISTRATOR. CONTRACTOR's billings shall include such information as is required by ADMINISTRATOR. All billings are due on 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.

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

E. CONTRACTOR may not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement.

**II. REPORTS**

A. CONTRACTOR shall submit a monthly statistical report to ADMINISTRATOR which shall report the number of filled bed days, number of vacant bed days, and amount of Supplemental Security Income (SSI) or other revenue collected. Report shall be in a form acceptable to ADMINISTRATOR and shall be received no later than fifteen (15) days following the month in which services were rendered.

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

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### III. SERVICES

#### A. FACILITY

1. CONTRACTOR shall provide, within a licensed Community Care facility, «NUMBER\_OF\_BEDS\_1» beds for Period One and «NUMBER\_OF\_BEDS\_2» beds for Period Two dedicated only for the care of those consumers referred by COUNTY. Such beds shall be located at «TREATMENT\_ADDRESS», or any other licensed Community Care facility approved in writing by ADMINISTRATOR.

2. CONTRACTOR's facility shall include the following:

- a. Private or semi-private bedrooms for each consumer
- b. Kitchen area including refrigerator, stove, and sink
- c. Dining area
- d. Central living area or group room with an appropriate capacity for group meetings, activities or visitors.

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

#### B. SERVICES

1. CONTRACTOR shall provide a Residential Rehabilitation Program seven (7) days per week with an emphasis on consumer-centered rehabilitative mental health services. COUNTY's Mental Health Services Care Coordinators will develop the Master Treatment Plans which include goals identified by the consumers and the steps the consumers need to take in order to reach those goals. CONTRACTOR shall assist consumers to move along the housing continuum. Consumer length of stay should not exceed eighteen months. Exceptions to this length of stay must have prior approval from COUNTY. CONTRACTOR shall begin discharge planning upon consumer admission to program. CONTRACTOR'S services shall include, but not be limited to, the following:

a. All basic services required of a Community Care facility licensed by the State Department of Social Services as set forth in Title 22 of the California Code of Regulations, including twenty-four (24) hour supervision of consumers, as applicable.

b. Behavior management services and social skills training to improve consumer's interpersonal relationships.

c. Independent living skills training daily to facilitate the consumers' transition to a more independent living arrangement including, but not limited to, training in use of public transportation, grooming, hygiene, laundry, care of belongings, keeping rooms clean, making purchases, managing money, use of community resources and management of leisure time.

d. Vocational and pre-vocational activities that will help consumers develop self-confidence and work related skills in order to increase consumers' chances of obtaining paid employment. Vocational activities may include kitchen help, gardening, facility maintenance, temporary employment, volunteer work, and full-time employment.

1 e. A daily physical activity or exercise program designed to enhance the physical well  
2 being of residents.

3 f. Enhance Consumers' use of community resources by providing both individual and  
4 small group recreational outings.

5 g. Establishing positive working relationships with consumers, their families, friends, and  
6 Care Coordinators to plan and implement consumer driven goals.

7 h. Transportation of consumers to essential appointments.

8 2. CONTRACTOR shall provide Medication Support Services which shall include, but not be  
9 limited to, the following:

10 a. Encouraging consumers to take their medication and helping consumers recognize the  
11 side effects of these medications.

12 b. Determining the specific signs of decompensation for each of the consumers and  
13 implementing appropriate corrective action.

14 c. Monitoring and encouraging consumer medication compliance and working  
15 cooperatively and effectively with the consumers' prescribing physician.

16 d. Providing staff training in effects and side effects of psychotropic medications.

17 3. CONTRACTOR shall use a basic token economy program that identifies and rewards  
18 targeted behaviors and skills as appropriate for each consumer. CONTRACTOR shall document  
19 consumer progress in the Master Treatment Plan and provide special recognition for consumers  
20 functioning at advanced levels. CONTRACTOR shall not provide cigarettes or other tobacco products  
21 as rewards for targeted behaviors.

22 4. CONTRACTOR shall, within three (3) days of a request by COUNTY, submit to  
23 Community Care Licensing a Facility Plan Amendment along with an Individual Plan of Care for  
24 Restricted Medical Conditions as required by the California Code of Regulations (CCR), Title 22,  
25 Division 6, Article 8. CONTRACTOR agrees to fulfill all requirements of Community Care Licensing  
26 for approval of such plans. CONTRACTOR shall be required to provide up to ten percent (10%) of its  
27 total bed capacity for consumers with such Restricted Medical Conditions.

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

30 a. Maintaining resident records, including documentation of Tuberculosis clearance.

31 b. Providing secure storage of residents' valuables, including medications.

32 1) Medication shall be kept in a safe and locked place that is not accessible to persons  
33 other than employees responsible for the supervision of centrally stored medications.

34 2) Each consumer's medication shall be stored in its originally received container. No  
35 medications shall be transferred between containers.

36 c. Maintaining a record of daily occupancy.

37 d. Protecting residents' rights to privacy and confidentiality.



e. Providing basic life support and other services, including Food Service and Support Services such as housekeeping, laundry, excluding personal items, maintenance, and arrangements for emergency and non-emergency medical services.

6. CONTRACTOR shall maintain and ensure that residents are made aware of house rules, resident rights, and policies regarding resident fees.

7. CONTRACTOR shall assist the residents in establishing and maintaining a resident oriented facility council in accordance with California Code of Regulations (CCR), Title 22, Division 6. The consumer-run council provides opportunity for consumer input into the operations of the facility including, but not limited to, activities, house rules, and resolution of disputes/disagreements.

8. CONTRACTOR shall establish an admission policy which shall state that all admissions shall result from referrals from COUNTY. CONTRACTOR and COUNTY shall communicate and coordinate any action which impacts a consumer's continued eligibility for program services and which might otherwise result in discharge from the program.

9. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff who can provide services to the diverse population served under this Agreement. CONTRACTOR shall provide services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Cultural diversity includes ethnicity, age, sexual orientation, gender and persons who are physically challenged. CONTRACTOR shall document its efforts to provide services in a culturally competent manner. Documentation may include, but not be limited to, the following: records in personnel files attesting to efforts made in recruitment and hiring practices, participation in COUNTY sponsored and other cultural competency training, the availability of literature in multiple languages/formats as appropriate, and identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.

10. CONTRACTOR shall attend COUNTY sponsored or recommended training for the purpose of increasing familiarity with COUNTY guidelines and providing more effective services.

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

12. PERFORMANCE OUTCOMES – CONTRACTOR will enable clients to adaptively function at a higher and more appropriate level of independence. Fifty percent (50%) of clients residing in residential rehabilitation supportive housing in the community will remain out of the hospitals or long-term care facilities for a minimum of six (6) months. CONTRACTOR will cooperate in data collection in order to develop baseline figures for future evaluation.

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## C. STAFFING

1. CONTRACTOR shall provide staffing patterns and policies that accommodate the following requirements:

a. Provision for shelter and food in accordance with the guidelines outlined in subparagraph III.B. of Exhibit A, including staffing requirements for supportive services provided directly by the program.

b. If applicable, provisions for 24-hour on-site management of the facility, including night supervision in accordance with the California Code of Regulations (CCR), Title 22, Division 6.

c. 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.

d. 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.

e. 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.

2. 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.

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