

AGREEMENT FOR PROVISION OF
MENTAL HEALTH OUTPATIENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UCNAME»

~~FISCAL YEAR 2009—2010~~

JULY 1, 2010 THROUGH JUNE 30, 2011

THIS AGREEMENT entered into this 1st day of July ~~2009~~2010, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UCNAME», «CORP_STAT» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Mental Health Outpatient Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2009~~2010 through June 30, ~~2010~~2011

<u>Year</u>	<u>CFDA Number:</u>	<u>Title</u>	<u>Federal Agency</u>	<u>Award Name</u>
2009	84.027	Special Education Grants to States	Department of Education	Individuals with Disability and Education Act

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: «LCNAME»
«BUSINESS_ADDRESS»
«BUS_PO_BOX»
«BUS_CITY_STATE_ZIP»

CONTRACTOR's Insurance Coverages:

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

Attachment B. Redline Version to Attachmetn A

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~~per claims made or~~
~~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. 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. ADMINISTRATOR shall ~~provide~~ ensure that CONTRACTOR ~~with a copy of~~ is made aware of the relevant ~~HCA Policies and Procedures~~ policies and procedures relating to ~~the~~ ADMINISTRATOR's Compliance Program.

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

B. 3. CONTRACTOR has the option to adhere to ~~HCA's~~ ADMINISTRATOR's Compliance Program or establish its own.

4. 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 5. ADMINISTRATOR's Compliance Officer shall ~~advise~~ CONTRACTOR determine if CONTRACTOR's ~~compliance program~~ 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~~ ADMINISTRATOR's Compliance Program.

36. Upon approval of CONTRACTOR's Compliance Program by ~~HCA's~~ ADMINISTRATOR's

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

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

9 ~~B.~~ CODE OF CONDUCT - ~~Under the direction of the HCA Office of~~
 10 ~~Compliance,~~ ADMINISTRATOR has developed a Code of Conduct for adherence by ~~all~~
 11 ~~HCA~~ ADMINISTRATOR's employees and contract providers ~~has been developed.~~

12 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
 13 ADMINISTRATOR's Code of Conduct.

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

17 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or
 18 establish its own.

19 4. If CONTRACTOR elects to ~~adhere to HCA Compliance Program, then~~ have its own Code
 20 of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30)
 21 calendar days of award of this Agreement.

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

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

29 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
 30 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
 31 CONTRACTOR shall comply with ~~the "HCA Contractor~~ ADMINISTRATOR's Code of Conduct."

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

36 ~~D.~~ C. COVERED INDIVIDUALS - CONTRACTOR shall screen all Covered Individuals
 37 employed or retained to provide services related to this Agreement to ensure that they are not designated

1 as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General
 2 Services Administration's List of Parties Excluded from Federal Programs and the Health and Human
 3 Services/Office of Inspector General List of Excluded Individuals/Entities.

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

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

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

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

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

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

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

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

33 ED. REIMBURSEMENT STANDARDS

34 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 35 claims, billings and ~~billing~~ or invoices for same are prepared and submitted in an accurate and timely
 36 manner and are consistent with federal, state and county laws and regulations. This includes
 37 compliance with federal and state health care program regulations and procedures or instructions

1 otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid
2 Services or their agents.

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

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

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

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

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

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

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

19
20 **IV. CONFIDENTIALITY**

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

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

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

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

36 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
37 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,

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

7 **V. CULTURAL COMPETENCY**

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

14 **VI. DELEGATION ~~AND~~, ASSIGNMENT AND SUBCONTRACTS**

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

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

31 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

32 CONTRACTOR warrants that it shall ~~make its best effort to~~ fully comply with all federal and state
 33 statutes and regulations regarding the employment of aliens and others and to ensure that employees,
 34 subcontractors and consultants performing work under this Agreement meet the citizenship or alien
 35 status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all
 36 employees, subcontractors and consultants performing work hereunder, all verification and other
 37

1 documentation of employment eligibility status required by federal or state statutes and regulations
2 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq.,
3 as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
4 documentation for all covered employees, subcontractors and consultants for the period prescribed by
5 the law.

6
7 **VIII. EXPENDITURE AND REVENUE REPORT**

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

13
14 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

20
21 **X. INDEMNIFICATION AND INSURANCE**

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

32 B. ~~CONTRACTOR shall perform only those services authorized by COUNTY, including those~~
33 ~~services authorized as part of a client's Individual Education Plan (IEP), as set forth in Exhibit A to this~~
34 ~~Agreement. Any deviation by CONTRACTOR from COUNTY's authorized services which are then~~
35 ~~reflected in the IEP shall also constitute a breach of this Agreement by CONTRACTOR and~~
36 ~~COUNTY's remedy for said breach shall be as specified in Exhibit A to this Agreement.~~

37 ~~C.~~ Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall

1 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
2 covering its operations as specified on Page 3 of this Agreement.

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

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

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

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

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

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

17
18 **XI. INSPECTIONS AND AUDITS**

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

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

32 **C. AUDIT RESPONSE**

33 1. Following an audit report, in the event of non-compliance with applicable laws and
34 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
35 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement
36 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
37 writing within sixty (60) calendar days after receiving notice from ADMINISTRATOR.

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

8 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an
 9 annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to
 10 ADMINISTRATOR within fourteen (14) calendar days of receipt.

11 **XII. LICENSES AND LAWS**

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

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

- 24 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 25 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 26 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
 27 Abuse Reporting;
- 28 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 29 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 30 6. United States Code (U.S.C.A.) Title 42;
- 31 7. Federal Social Security Act, Title XVIII and Title XIX;
- 32 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
- 33 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
- 34 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
 35 Sections 1251 et seq.);
- 36 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 37 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;

- 1 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 2 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 3 15. Orange County Medi-Cal Mental Health Managed Care Plan;
- 4 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 5 Management.
- 6 17. Health Insurance Portability and Accountability Act (HIPAA) ~~Privacy Rule~~, as it may exist
- 7 now, or be hereafter amended, and if applicable.

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.

29 #

30 **XIII. 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. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
37 consents thereto in writing.

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

4 5 **XIV. MAXIMUM OBLIGATION**

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

11 12 **XV. NONDISCRIMINATION**

13 A. EMPLOYMENT

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

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

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

36 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
 37 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of

1 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
 2 (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in
 3 accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of
 4 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
 5 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
 6 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 7 regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

37 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of

1 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
2 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
3 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
4 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

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

14
15 **XVI. NOTICES**

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

- 18 1. When written and deposited in the United States mail, first class postage prepaid and
19 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;
20 2. When faxed, transmission confirmed;
21 3. When sent by electronic mail; or
22 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
23 Service, or other expedited delivery service.

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

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

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

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

36
37 **XVII. NOTIFICATION OF DEATH**

1 A. NON-TERMINAL ILLNESS DEATH

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

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

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

12 B. TERMINAL ILLNESS DEATH

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

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

23
24 **XVIII. RECORD RECORDS MANAGEMENT AND MAINTENANCE**

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

28 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §§~~ 70751(c), 71551(c),
29 73543(a), 74731(a), 75055 ~~—Retention of records by outpatient medical facilities(a), 75343(a), and~~
30 77143(a).

31 2. ~~45 CFR, HIPAA Privacy Rule (Designated Record Set)~~ State of California, Department of
32 Alcohol and Drug Programs Reporting System (ASRS) manual.

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

35 4. State of California, Health and Safety Code § ~~123100—123149.~~ 123145.

36 5. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

37 B. CONTRACTOR shall implement and maintain administrative, technical and physical

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

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

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

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

14 ~~D.F.~~ CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
 15 definition of medical records and identified this new record set as a Designated Record Set (DRS).

16 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
 17 participants and patients be provided the right to access or receive a copy of their DRS and/or request
 18 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a

19 covered entity that is:

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

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

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

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

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

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

36 ~~H.I.~~ CONTRACTOR shall retain all financial records for a minimum of five (5) years from the
 37 commencement of the contract, unless a longer period is required due to legal proceedings such as

1 | litigations and/or settlement of claims.

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

7 | ~~J~~K. CONTRACTOR shall make records pertaining to the costs of services, participant fees,
8 | charges, billings, and revenues available at one (1) location within the limits of the ~~County of~~
9 | ~~Orange~~ area where services are performed.

10 | ~~K~~L. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
11 | may provide written approval to CONTRACTOR to maintain records in a single location, identified by
12 | CONTRACTOR.

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

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

18 |
19 | **XIX. REVENUE**

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

26 |
27 | **XX. SEVERABILITY**

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

33 |
34 | **XXI. STATUS OF CONTRACTOR**

35 | CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
36 | wholly responsible for the manner in which it performs the services required of it by the terms of this
37 | Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

1 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
 2 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 3 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
 4 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 5 subcontractors as they relate to the services to be provided during the course and scope of their
 6 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 7 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
 8 be COUNTY employees.

9 #

10 **XXII. TERM**

11 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
 12 term of this Master Agreement applies. The term of this Master Agreement shall commence on
 13 July 1, 2010 and terminate ~~as specified on Page 3 of this Agreement, unless otherwise sooner terminated~~
 14 ~~as provided in this Agreement~~ on June 30, 2011; provided, however, that the specific term for
 15 CONTRACTOR shall be as specified on Page 3 of this Agreement; and provided further that the parties
 16 shall continue to be obligated to comply with the requirements and perform such the duties as would
 17 ~~normally extend beyond this term, including~~ specified in this Agreement. Such duties include, but are
 18 not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and
 19 accounting.

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

22 **XXIII. TERMINATION**

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

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

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

- 31 1. The loss by CONTRACTOR of legal capacity.
- 32 2. Cessation of services.
- 33 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 34 another entity without the prior written consent of COUNTY.
- 35 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 36 required pursuant to this Agreement.
- 37

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

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

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

9 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

37 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be

1 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

2
3 **XXIV. THIRD PARTY BENEFICIARY**

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

6
7 **XXV. WAIVER OF DEFAULT OR BREACH**

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

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

7
8 «UCNAME»

9
10 BY: _____ DATED: _____

11
12 TITLE: _____

13
14
15 BY: _____ DATED: _____

16
17 TITLE: _____

18
19
20
21 COUNTY OF ORANGE

22
23
24 BY: _____ DATED: _____

25 HEALTH CARE AGENCY

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

33
34
35 BY: _____ DATED: _____

36 DEPUTY

Attachment B. Redline Version to Attachmetn A

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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 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
«UCNAME»

~~FISCAL YEAR 2009—2010~~
JULY 1, 2010 THROUGH JUNE 30, 2011

I. PAYMENTS

1. COUNTY shall pay CONTRACTOR monthly, in arrears, for only those mental health services provided pursuant to this Agreement.

a. As compensation to CONTRACTOR for mental health services provided hereunder, COUNTY shall pay CONTRACTOR at the rate of \$«RATE» per day. Reimbursement will be made only for services provided to clients who are certified by COUNTY as eligible to receive services.

~~b.—The rate specified in Subparagraph I.1.a. may be adjusted by ADMINISTRATOR by the amount, and effective the same date, that rates are adjusted by the California State Department of Mental Health or other authorized Agency or California County. Such rate shall be mutually agreed upon, in writing, by CONTRACTOR and ADMINISTRATOR.~~

~~c.~~ COUNTY shall not reimburse CONTRACTOR for mental health services not administered and/or performed in accordance with the Services paragraph of this Exhibit A to the Agreement.

2. COUNTY shall pay CONTRACTOR monthly, in arrears, at Medi-Cal rates, for only those psychotropic medications and supporting laboratory services pre-approved by ADMINISTRATOR.

a. COUNTY shall reimburse CONTRACTOR, only upon prior approval by COUNTY, for psychotropic medications and/or supporting laboratory services for psychotropic medications, at therapeutic levels determined by the treating psychiatrist.

b. CONTRACTOR shall pursue any Medicaid and/or private insurance before billing COUNTY for psychotropic medications and/or supporting laboratory services for psychotropic medications provided.

c. COUNTY shall not reimburse CONTRACTOR for psychotropic medications and/or supporting laboratory services for psychotropic medications not administered and/or performed in accordance with the Services paragraph of this Exhibit A to the Agreement, or not specifically pre-authorized by COUNTY for the client. Reimbursement shall be made only for psychotropic medications and/or associated laboratory services provided to clients who are certified by COUNTY as eligible to receive services.

3. CONTRACTOR shall administer specialized services as requested by COUNTY. Rates for such services may be established through written agreement between CONTRACTOR and ADMINISTRATOR.

#

1 4. CONTRACTOR shall invoice COUNTY on a monthly basis due the tenth (10th) working
2 day of the month following the month in which services were performed under this Agreement.

3 5. All invoices must be received by COUNTY within three (3) months from provision of
4 service. COUNTY shall not be obligated to pay invoices received after three (3) months from provision
5 of service.

6 6. Payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21)
7 calendar days after receipt of a correctly completed invoice from CONTRACTOR.

8 7. CONTRACTOR's invoices shall be both on a form and documented in accordance with
9 procedures approved by ADMINISTRATOR and shall include, but not be limited to, the following
10 information:

- 11 a. CONTRACTOR's name, return address, and the word "Invoice";
- 12 b. Name of resident;
- 13 c. An itemized statement of client charges including:
 - 14 1) The Program the resident was in (if applicable).
 - 15 2) Time period during which services were provided.
 - 16 3) Total dollar amount for services provided;
- 17 d. An itemization of psychotropic medications administered; and
- 18 e. An accounting of client revenue received.

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

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

23
24 **II. REPORTS**

25 CONTRACTOR shall maintain records and make statistical reports as required by
26 ADMINISTRATOR and the California State Department of Mental Health on forms provided by either
27 agency.

28
29 **III. SERVICES**

30 **A. FACILITIES**

31 1. CONTRACTOR shall provide services at the facility(ies) specified below, or any other
32 facility(ies) approved, in writing, by ADMINISTRATOR:

33
34 «FACILITY_NAME»
35 «FACILITY_ADDRESS»
36 «FAC_PO_BOX»
37 «FAC_CITY_STATE_ZIP»

1 2. CONTRACTOR shall obtain the prior written consent of ADMINISTRATOR at least sixty
2 (60) days before terminating services for specific clients at such location(s), and/or before commencing
3 services for such clients at any other location(s).

4 B. MENTAL HEALTH SERVICES

5 1. CONTRACTOR shall provide general mental health services, which shall be bundled into a
6 single, daily program unit and include the following:

7 a. Individual, Group, and Family Therapy

8 1) These are interventions designed to provide the maximum reduction of mental
9 disability and restoration or maintenance of functioning consistent with the requirements for learning,
10 development, independent living and enhanced self-sufficiency. Services shall be directed toward
11 achieving the client's goals/desired results/personal milestones, and enabling clients to benefit from
12 Special Education.

13 2) For clients who are Seriously Emotionally Disturbed (SED) children and
14 adolescents, mental health services provide a wide range of services designed to assist the client to gain
15 the social and functional skills necessary for appropriate development and social integration.

16 3) Services may either be face-to-face or by telephone contact with the client or
17 significant support person(s), and may be provided anywhere in the community. In the unusual
18 circumstance where the client and/or significant support person(s) are not present, plan development
19 activities hereunder may be provided without a face-to-face or telephone contact.

20 4) Services shall include assessment, evaluation, collateral and rehabilitation services
21 and shall include the following:

22 a) Assistance in restoring or maintaining a client's, or group of clients',
23 functional skills, daily living skills, social skills, and grooming and personal hygiene skills;

24 b) Medication education and compliance;

25 c) Development of support systems;

26 d) Counseling of the client and/or family; and

27 e) Training in leisure activities integral to achieving the client's goals/desired
28 results/personal milestones.

29 b. Crisis Intervention

30 1) Services consist of a quick emergency response enabling a client to cope with a
31 crisis, while maintaining his/her status as a functioning community member to the greatest extent
32 possible. A crisis is an unplanned event that results in the client's need for immediate service
33 intervention. Crisis intervention services are limited to stabilization of the presenting emergency.

34 2) Services may either be face-to-face or by telephone contact with the client or
35 significant support person(s).

36 c. Case Management/Brokerage

37 #

1) Case management/brokerage services are provided to access medical, educational, social, pre-vocational, rehabilitative, or other needed community services for eligible clients. These services provide for the continuity of care within the mental health system and related social service systems. Services shall include linkage and consultation, placement and plan development.

2) Linkage and consultation services include:

a) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;

b) Interagency and intra-agency consultation, communication, coordination and referral; and

c) Monitoring service delivery, the service plan, and to ensure client access to services and the service delivery system.

C. PSYCHOTROPIC MEDICATION SERVICES

1. Medication Evaluation and Monitoring

a. These services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

b. Services include evaluation of the need for medication, clinical effectiveness and the side effects of medication; obtaining informed consent; medication education including, but not limited to, discussing risks, benefits and alternatives with the client or significant support person(s).

c. Services may either be face-to-face or by telephone contact with the client or significant support person(s).

D. PERSONS TO BE SERVED – CONTRACTOR shall provide services to children and adolescents, ages three (3) to twenty-two (22) years, who are identified as Seriously Emotionally Disturbed (SED); have been assessed by COUNTY, and have been determined to require residential placement and mental health treatment services in order to benefit from Special Education by an Individualized Education Program (IEP) team; and who are referred to CONTRACTOR by COUNTY.

E. 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.

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