

AGREEMENT FOR PROVISION OF  
ADULT MENTAL HEALTH INPATIENT SERVICES

BETWEEN  
COUNTY OF ORANGE

AND  
«UC\_NAME»  
«UC\_DBA»

JULY 1, 2013 THROUGH JUNE 30, 2015

THIS AGREEMENT entered into this 1st day of July 2013, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC\_NAME» «UC\_DBA», «CORP\_STAT», (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Mental Health Inpatient 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

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**Term:** July 1, 2013 through June 30, 2015

Period One means the period from July 1, 2013 through June 30, 2014

Period Two means the period from July 1, 2014 through June 30, 2015

**Aggregate Maximum Obligation:**

Period One Maximum Obligation: \$4,375,163

Period Two Maximum Obligation: \$4,375,163

TOTAL MAXIMUM OBLIGATION: \$8,750,326

**Basis for Reimbursement:** Fee For Service

**Payment Method:** Fee For Service

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «LC\_NAME»  
«LC\_DBA»  
«ADDRESS»  
«CITY\_STATE\_ZIP»  
«CITY\_STATE\_ZIP»  
«CITY\_STATE\_ZIP»

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**I. ACRONYMS**

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

4	A. ABC	Allied Behavioral Care
5	B. ARRA	American Recovery and Reinvestment Act
6	C. AMHI	Adult Mental Health Inpatient
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CT	COMPUTERIZED TOMOGRAPHY SCAN TESTING
10	G. CEO	County Executive Office
11	H. CFR	Code of Federal Regulations
12	I. CHPP	COUNTY HIPAA Policies and Procedures
13	J. COI	Certificate of Insurance
14	K. DHCS	Department of Health Care Services
15	L. DRS	Designated Record Set
16	M. DSM	Diagnostic and Statistical Manual
17	N. ECT	Electro-Compulsive Therapy
18	O. ETS	Evaluation and Treatment Services
19	P. GAAP	Generally Accepted Accounting Principles
20	Q. HCA	Health Care Agency
21	R. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
22		
23	S. HSC	California Health and Safety Code
24	T. ISO	Insurance Services Office
25	U. LTC	Long-Term Care
26	V. ITP	Individual treatment plan
27	W. MHP	Mental Health Plan
28	X. NPI	National Provider Identifier
29	Y. NPP	Notice of Privacy Practices
30	Z. MSI	Medical Services Initiative
31	AA. OMB	Office of Management and Budget
32	AB. OPM	Federal Office of Personnel Management
33	AC. PC	State of California Penal Code
34	AD. PHI	Protected Health Information
35	AE. PII	Personally Identifiable Information
36	AF. PRA	Public Record Act
37	AG. SIR	Self-Insured Retention

- 1 AH. SNF Skilled Nursing Facility
- 2 AI. TAR Treatment Authorization Request
- 3 AJ. UMDAP Uniform Method for Determining Ability to Pay
- 4 AK. UOS Unit of Service
- 5 AL. WIC State of California Welfare and Institutions Code

6  
7 **II. ALTERATION OF TERMS**

8 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully  
9 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject  
10 matter of this Agreement.

11 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of  
12 this Agreement or any Exhibits, whether written or verbal, shall be valid unless made in the form of a  
13 written amendment to this Agreement, which has been formally approved and executed by both parties.  
14

15 **III. ASSIGNMENT OF DEBTS**

16 Unless this Agreement is followed without interruption by another Agreement between the parties  
17 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
18 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
19 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by  
20 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the  
21 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
22 said persons, shall be immediately given to COUNTY.  
23

24 **IV. COMPLIANCE**

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

27 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA  
28 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General  
29 Compliance Trainings.

30 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of  
31 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct  
32 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as  
33 described in subparagraphs below.

34 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;  
35 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award  
36 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's  
37 Compliance Program and Code of Conduct.

1 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it  
2 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to  
3 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's  
4 Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct  
5 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or  
6 shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the  
7 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

8 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
9 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,  
10 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
11 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

16 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and  
17 procedures and screen all Covered Individuals employed or retained to provide services related to this  
18 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.  
19 Screening shall be conducted against the General Services Administration's Excluded Parties List  
20 System or System for Award Management, the Health and Human Services/Office of Inspector General  
21 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider  
22 List and/or any other as identified by the ADMINISTRATOR.

23 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who  
24 provide health care items or services or who perform billing or coding functions on behalf of  
25 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
26 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
27 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
28 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
29 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
30 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
31 procedures.

32 2. An Ineligible Person shall be any individual or entity who:  
33 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
34 federal and state health care programs; or  
35 b. has been convicted of a criminal offense related to the provision of health care items or  
36 services and has not been reinstated in the federal and state health care programs after a period of  
37 exclusion, suspension, debarment, or ineligibility.

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

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

10 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
11 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
12 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
13 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
14 Ineligible Person.

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

21 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
22 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
23 Such individual or entity shall be immediately removed from participating in any activity associated  
24 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
25 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall  
26 promptly return any overpayments within forty-five (45) business days after the overpayment is verified  
27 by the ADMINISTRATOR.

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

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

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

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

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

4 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

16 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
17 days after the overpayment is verified by the ADMINISTRATOR.

18  
19 **V. CONFIDENTIALITY**

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

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

28 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
29 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
30 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,  
31 Part 2.6 relating to confidentiality of medical information.

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

35 B. Prior to providing any services pursuant to this Agreement, all members of the Board of  
36 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and  
37 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the

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

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6 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

7 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
8 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
9 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
10 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
11 Any attempted assignment or delegation in derogation of this paragraph shall be void.

12 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
13 prior written consent of COUNTY.

14 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
15 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of  
16 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
17 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
18 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
19 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

20 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
21 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
22 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
23 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be  
24 deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in  
25 derogation of this subparagraph shall be void.

26 3. If CONTRACTOR is a governmental organization, any change to another structure,  
27 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
28 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
29 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
30 subparagraph shall be void.

31 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
32 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
33 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
34 the effective date of the assignment.

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1 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
2 means of subcontracts, provided such subcontracts are approved in advance, in writing by  
3 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
4 under subcontract, and include any provisions that ADMINISTRATOR may require.

5 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
6 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract  
7 subsequently fails to meet the requirements of this Agreement or any provisions that  
8 ADMINISTRATOR has required.

9 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
10 pursuant to this Agreement.

11 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
12 amounts claimed for subcontracts not approved in accordance with this paragraph.

13 4. This provision shall not be applicable to service agreements usually and customarily entered  
14 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services  
15 provided by consultants.

16  
17 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

27  
28 **VIII. EXPENDITURE AND REVENUE REPORT**

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

33 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term  
34 of this Agreement.

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1 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

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

10  
11 **X. INDEMNIFICATION AND INSURANCE**

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

22 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
23 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all  
24 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
25 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the  
26 entire term of this Agreement. In addition, all subcontractors performing work on behalf of  
27 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and  
28 conditions as set forth herein for CONTRACTOR.

29 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
30 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an  
31 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the  
32 CEO/Office of Risk Management.

33 D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this  
34 Agreement, COUNTY may terminate this Agreement.

35 E. QUALIFIED INSURER

36 1. The policy or policies of insurance must be issued by an insurer licensed to do business in  
37 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.

Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

2. If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

**G. REQUIRED COVERAGE FORMS**

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**H. REQUIRED ENDORSEMENTS** – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

//

1 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance  
2 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and  
3 non-contributing.

4 I. All insurance policies required by this Agreement shall waive all rights of subrogation against  
5 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,  
6 officers, agents and employees when acting within the scope of their appointment or employment.

7 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
8 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
9 elected and appointed officials, officers, agents and employees.

10 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days  
11 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This  
12 shall be evidenced by policy provisions or an endorsement separate from the COI.

13 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
14 shall agree to maintain professional liability coverage for two years following completion of Agreement.

15 M. The Commercial General Liability policy shall contain a severability of interests clause also  
16 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

17 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
18 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
19 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately  
20 protect COUNTY.

21 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
22 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY  
23 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement  
24 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
25 remedies.

26 P. The procuring of such required policy or policies of insurance shall not be construed to limit  
27 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
28 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

29 Q. SUBMISSION OF INSURANCE DOCUMENTS

30 1. The COI and endorsements shall be provided to COUNTY as follows:

31 a. Prior to the start date of this Agreement.

32 b. No later than the expiration date for each policy.

33 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
34 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

35 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced  
36 in the Referenced Contract Provisions of this Agreement.

37 //

1 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
2 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have  
3 sole discretion to impose one or both of the following:

4 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
5 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the  
6 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
7 submitted to ADMINISTRATOR.

8 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
9 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and  
10 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
11 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

12 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
13 CONTRACTOR's monthly invoice.

14 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
15 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid  
16 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

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, financial statements, general  
23 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
24 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
25 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
26 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all  
27 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
28 premises in which they are provided.

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

31 a. Level and quality of care, including the necessity and appropriateness of the services  
32 provided.

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

34 c. Compliance with COUNTY Client Grievances Procedures.

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

36 2. COUNTY shall provide CONTRACTOR with at least seventy-two (72) hours notice of  
37 such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may

1 be made in those situations where arrangement of an appointment beforehand is not possible or is  
2 inappropriate due to the nature of the inspection or evaluation.

3 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
4 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
5 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
6 evaluation or monitoring.

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

9 D. AUDIT RESPONSE

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

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

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

26  
27 **XII. LICENSES AND LAWS**

28 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
29 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
30 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
31 required by the laws, regulations and requirements of the United States, the State of California,  
32 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
33 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
34 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
35 and exemptions. Said inability shall be cause for termination of this Agreement.

36 //  
37 //



1 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

22 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
23 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
24 requirements shall include, but not be limited to, the following:

25 1. ARRA of 2009.

26 2. State of California, Department of Social Services, Community Care Licensing Division  
27 requirements for Group Homes.

28 3. 42 USC §§ 3601-3619, the Fair Housing Act.

29 4. U.S. Department of Housing and Urban Development.

30 5. WIC, Divisions 5, 6 and 9.

31 6. State of HSC, §§1250 et seq.

32 7. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.

33 8. CCR, Title 9, Title 17, and Title 22.

34 9. CFR, Title 42 and Title 45.

35 10. USC Title 42.

36 11. Federal Social Security Act, Title XVIII and Title XIX.

37 12. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.

- 1 13. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 2 14. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 3 15. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 4 16. Policies and procedures set forth in Mental Health Services Act.
- 5 17. Policies and procedures set forth in DHCS Letters.
- 6 18. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 7 19. OMB Circulars A-87, A-89, A-110, A-122.

8  
9 **XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

10 A. Any written information or literature, including educational or promotional materials,  
11 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
12 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
13 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
14 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
15 and electronic media such as the Internet.

16 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
17 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
18 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

19 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
20 available social media sites) in support of the services described within this Agreement,  
21 CONTRACTOR shall develop social media policies and procedures and have them available to  
22 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
23 forms of social media used to either directly or indirectly support the services described within this  
24 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
25 they pertain to any social media developed in support of the services described within this Agreement.  
26 CONTRACTOR shall also include any required funding statement information on social media when  
27 required by ADMINISTRATOR.

28 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by  
29 COUNTY, unless ADMINISTRATOR consents thereto in writing.

30  
31 **XIV. MAXIMUM OBLIGATION**

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

1 B ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
2 percent (10%) for Period One of funding for this Agreement.

3  
4 **XV. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

6 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
7 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic  
8 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and  
9 over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the  
10 term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts  
11 that subcontractors shall not unlawfully discriminate against any employee or applicant for employment  
12 because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
13 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

14 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
15 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
16 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection  
17 for training, including apprenticeship.

18 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
19 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
20 the provision of benefits.

21 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
22 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity  
23 Commission setting forth the provisions of the Equal Opportunity clause.

24 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
25 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
26 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
27 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.  
28 Such requirements shall be deemed fulfilled by use of the term EOE.

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

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

1 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -  
2 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975  
3 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of  
4 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,  
5 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or  
6 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not  
7 limited to the following based on one or more of the factors identified above:

8 1. Denying a client or potential client any service, benefit, or accommodation.

9 2. Providing any service or benefit to a client which is different or is provided in a different  
10 manner or at a different time from that provided to other clients.

11 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
12 others receiving any service or benefit.

13 4. Treating a client differently from others in satisfying any admission requirement or  
14 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
15 any service or benefit.

16 5. Assignment of times or places for the provision of services.

17 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients  
18 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints  
19 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
20 ADMINISTRATOR or COUNTY’s Patient’s Rights Office.

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

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

27 b. Throughout the problem resolution and grievance process, client rights shall be  
28 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be  
29 informed of their right to access the Patients’ Rights Office at any time.

30 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
31 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

32 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
33 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
34 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101  
35 et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with  
36 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et  
37 seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

9  
10 **XVI. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by Email; or

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

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

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

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

30  
31 **XVII. NOTIFICATION OF DEATH**

32 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
33 CONTRACTOR shall immediately notify ADMINISTRATOR.

34 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
35 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
36 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

37 //

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

6 2. WRITTEN NOTIFICATION

7 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
8 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
9 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

10 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
11 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within  
12 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served  
13 pursuant to this Agreement.

14 C. If there are any questions regarding the cause of death of any person served pursuant to this  
15 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related  
16 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
17 Notification of Death Paragraph.

18  
19 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

27  
28 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

32 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
33 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
34 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall  
35 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in  
36 violation of federal or state regulations and/or COUNTY policies.

37 //

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

4 D. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
5 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or  
6 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
7 maintained by or for a covered entity that is:

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

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

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

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

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

18 2. Provide auditor or other authorized individuals access to documents via a computer  
19 terminal.

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

22 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
23 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus  
24 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

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

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

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

37 //

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

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

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

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

11 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
12 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR  
13 all information that is requested by the PRA request.

14  
15 **XX. RESEARCH AND PUBLICATION**

16 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a  
17 result of this Agreement for the purpose of personal publication.

18  
19 **XXI. REVENUE**

20 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
21 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other  
22 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,  
23 according to their ability to pay as determined by the DHCS’ UMDAP procedure or by other payment  
24 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title  
25 9 of the CCR. Such fee shall not exceed the actual cost of services provided. No client shall be denied  
26 services because of an inability to pay.

27 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
28 available third-party reimbursement for which persons served pursuant to this Agreement may be  
29 eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary  
30 charges.

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

37 //



1 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
2 persons other than individuals or groups eligible for services pursuant to this Agreement.

3  
4 **XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

5 A. In accordance with the United States Immigration Reform and Control Act of 1986,  
6 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this  
7 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the  
8 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any  
9 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the  
10 identity of their employees and their eligibility for employment in the United States.

11 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and  
12 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
13 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
14 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all  
15 its contractors or other persons providing services pursuant to this Agreement on behalf of  
16 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
17 Wage.

18 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
19 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
20 pursuant to providing services pursuant to this Agreement.

21 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
22 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
23 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
24 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

25  
26 **XXIII. SEVERABILITY**

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

32  
33 **XXIV. SPECIAL PROVISIONS**

34 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
35 term of this Agreement applies. CONTRACTOR shall not use the funds provided by means of this  
36 Agreement for the following purposes:

37 //

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.

## **XXV. STATUS OF CONTRACTOR**

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR

1 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
2 subcontractors as they relate to the services to be provided during the course and scope of their  
3 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
4 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner  
5 to be COUNTY's employees.

6  
7 **XXVI. TERM**

8 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
9 term of this Agreement applies. The term of this Agreement shall commence and terminate as specified  
10 in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as  
11 provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such  
12 duties as would normally extend beyond this term, including but not limited to, obligations with respect  
13 to confidentiality, indemnification, audits, reporting and accounting.

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

16  
17 **XXVII. TERMINATION**

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

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

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

- 26 1. The loss by CONTRACTOR of legal capacity.
- 27 2. Cessation of services.
- 28 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
29 another entity without the prior written consent of COUNTY.
- 30 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
31 required pursuant to this Agreement.
- 32 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
33 Agreement.
- 34 6. The continued incapacity of any physician or licensed person to perform duties required  
35 pursuant to this Agreement.
- 36 7. Unethical conduct or malpractice by any physician or licensed person providing services  
37 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
2 Agreement.

3 D. CONTINGENT FUNDING

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

- 5 a. The continued availability of federal, state and county funds for reimbursement of  
6 COUNTY's expenditures, and  
7 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
8 approved by the Board of Supervisors.

9 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
10 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given  
11 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
12 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

13 E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
14 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
15 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
16 term of the Agreement.

17 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.  
18 above, CONTRACTOR shall do the following:

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

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

23 3. Until the date of termination, continue to provide the same level of service required by this  
24 Agreement.

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

28 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
29 client's best interests.

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

32 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
33 supplies purchased with funds provided by COUNTY.

34 8. To the extent services are terminated, cancel outstanding commitments covering the  
35 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
36 commitments which relate to personal services. With respect to these canceled commitments,  
37 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims

1 arising out of such cancellation of commitment which shall be subject to written approval of  
2 ADMINISTRATOR.

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

5  
6 **XXVIII. THIRD PARTY BENEFICIARY**

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

10  
11 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 «UC\_NAME»

5 «UC\_DBA»  
6

7 BY: \_\_\_\_\_

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

8  
9 TITLE: \_\_\_\_\_  
10

11  
12 BY: \_\_\_\_\_

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

13  
14 TITLE: \_\_\_\_\_  
15  
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17

18 COUNTY OF ORANGE  
19

20  
21 BY: \_\_\_\_\_

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

22 HEALTH CARE AGENCY  
23  
24  
25

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

30  
31 BY:  \_\_\_\_\_

DATED: 3/25/13

32 DEPUTY  
33  
34  
35

36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
37 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 ADMINISTRATOR.

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 ADULT MENTAL HEALTH INPATIENT SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 «UC\_NAME»  
 8 «UC\_DBA»  
 9 JULY 1, 2013 THROUGH JUNE 30, 2015

10  
11 **I. DEFINITIONS**

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

14 A. AMHI Services, for payment purposes, means all services required by this Agreement except  
15 Computerized Tomography Scan Testing Services and Medical Services.

16 B. UOS means one (1) calendar day during which CONTRACTOR provides all of the Mental  
17 Health Inpatient Services described hereunder, which day shall begin at twelve o'clock midnight. The  
18 number of billable UOS shall include the day of admission and exclude the day of discharge unless  
19 admission and discharge occur on the same day.

20 C. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided in  
21 an acute care hospital for the care and treatment of an acute episode of mental illness.

22 D. NPI means the standard unique health identifier that was adopted by the Secretary of Health and  
23 Human Services under the HIPAA Act of 1996 for health care providers.

24 E. NPP means the document that notifies individuals of uses and disclosures of PHI that may be  
25 made by or on behalf of the health plan or health care provided as set forth in the HIPAA Act of 1996.

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

31 G. Health Care Services means any preventive, diagnostic, treatment, or support services, including  
32 professional services, which may be medically necessary to protect life, prevent significant disability,  
33 and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.

34 H. Serious medical conditions that require urgent health care services are defined as any  
35 preventive, diagnostic, treatment, or supportive services, including professional services, which may be  
36 medically necessary to protect life, prevent significant disability, and/or treat diseases, illnesses, or  
37 injuries in order to prevent serious deterioration of health.

1 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
2 Definitions Paragraph of this Exhibit A to the Agreement.

3  
4 **II. PAYMENTS**

5 A. AMHI Services - COUNTY shall pay CONTRACTOR, at the following rates; provided,  
6 however, the total of all payments to CONTRACTOR and all other contract providers of AMHI Services  
7 shall not exceed COUNTY's Aggregate Maximum Obligation for Period One and Period Two as  
8 specified in the Referenced Contract Provisions of the Agreement.

9 1. CONTRACTOR shall bill ADMINISTRATOR at the rate of \$«RATE\_1» per bed day for  
10 the first «BEDS» bed days per period for a total amount of \$«TTL\_AMT». Any bed days utilized over  
11 and above «BEDS» bed days per period shall be billed at \$«RATE\_2» per bed day. If at the end of each  
12 period, the total amount billed is less than \$«TTL\_AMT», CONTRACTOR shall bill  
13 ADMINSTRATOR the difference between the total billings and \$«TTL\_AMT».

14 2. Rates are inclusive of all psychiatric inpatient hospital services and shall constitute payment  
15 in full for these services.

16 3. For clients who have coverage for physician and psychologist services (e.g., Medicare Part A),  
17 reimbursement shall be limited to \$500 per day for Psychiatric Hospital Services only.

18 B. Physician/Psychologist Services - Hospital providers shall bill on behalf of the physician and/or  
19 psychologist providing services to COUNTY clients and COUNTY shall include reimbursement for  
20 physician and psychologist services in COUNTY's reimbursement to hospital providers. Hospital  
21 providers shall be responsible for ensuring that this reimbursement is provided to the physician and/or  
22 psychologist.

23 C. COUNTY will pay for ambulance or medical van transportation to and from designated mental  
24 health or health facilities for COUNTY clients receiving services in accordance with the COUNTY's  
25 Medical Transportation contract.

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

31 1. Upon receipt of a correctly completed billing form and all required supporting  
32 documentation, ADMINISTRATOR shall:

33 a. Approve the claim if medical necessity criteria are present for the requested  
34 reimbursement period.

35 b. Deny the claim if medical necessity criteria are not present for the requested  
36 reimbursement period.

37 //



1 2. CONTRACTOR may appeal ADMINISTRATOR's decision by sending a cover letter with  
2 an explanation of CONTRACTOR's disagreement to ADMINISTRATOR within ninety (90) calendar  
3 days of receiving the claim.

4 3. ADMINISTRATOR shall submit to CONTRACTOR a written summary of the review and  
5 rationale for each decision within sixty (60) calendar days of receiving the letter of appeal. The decision  
6 of ADMINISTRATOR shall be final.

7 4. In the event that the appeal is overturned, ADMINISTRATOR shall coordinate with  
8 CONTRACTOR regarding the submission of an adjusted invoice.

9 E. CONTRACTOR shall make a good faith effort to bill and collect to the full extent of coverage  
10 those claims covered by all known third-party, primary, or other insurance or third party-payors  
11 (including client fees) for hospital services provided.

12 F. If CONTRACTOR, during the term of the Agreement, identifies and receives reimbursement  
13 from a third party, primary or other insurance claim for services reimbursed through this or any prior  
14 Agreement, CONTRACTOR shall, within thirty (30) days of receipt, reimburse the COUNTY an  
15 amount equal to the payment for the services paid by COUNTY to CONTRACTOR or the third party,  
16 primary or other insurance claim payment, whichever is less.

17 G. If any reimbursement due the COUNTY is not paid by CONTRACTOR in accordance with  
18 Subparagraph F. above, the ADMINISTRATOR shall reduce CONTRACTOR's payment by an amount  
19 not to exceed the amount to be reimbursed.

20 H. Following notification from ADMINISTRATOR that any client served under this contract has  
21 become eligible for Medi-Cal, CONTRACTOR agrees to submit retroactive Medi-Cal TARs to  
22 ADMINISTRATOR for review. Further, CONTRACTOR agrees to submit hospital claims to EDS and  
23 upon receipt of payment, shall remit payment to the COUNTY within sixty (60) days for the total  
24 amount previously paid for bed day stay less payment made for professional services during the  
25 Medi-Cal eligibility period.

26 I. When Health Care Services are provided to any COUNTY client who does not have medical  
27 insurance coverage, hospital providers may submit a claim to the COUNTY's MSI program under the  
28 following scenarios:

29 1. The AMHI client must be currently eligible for MSI and the service may have to be  
30 prior-approved by the MSI Authorizations Department.

31 2. If clinically appropriate, the AMHI client must be transferred to an acute medical bed  
32 should the client need treatment related to a medical service that is covered under the scope of the MSI  
33 program.

34 3. If the AMHI client needs ancillary services related to a medical condition while housed in  
35 the psychiatric unit, MSI may cover the service.

36 //

37 //

1 J. Outpatient ECT – CONTRACTOR may cause to be provided ECT services on an outpatient  
2 basis to COUNTY referred clients. Such requests are expected to be infrequent and shall be reimbursed  
3 as follows:

- 4 1. Hospital Services: \$100 per visit
- 5 2. Physician Services: \$90 per visit
- 6 3. Ancillary Services: As negotiated in writing between CONTRACTOR and COUNTY.
- 7 4. Any Other Services: As negotiated in writing between CONTRACTOR and COUNTY.

8 K. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
9 with any provision of the Agreement.

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

12 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
13 Payments Paragraph of this Exhibit A to the Agreement.

14  
15 **III. SERVICES**

16 **A. DESCRIPTION OF SERVICES**

17 CONTRACTOR shall provide acute psychiatric mental health inpatient services for adults with  
18 co-occurring medical problems. Services shall be provided in an acute care hospital for the care and  
19 treatment of an acute episode of mental illness.

20 **B. FACILITY**

21 1. CONTRACTOR shall provide, within a designated licensed locked acute unit, AMHI  
22 Services as defined within this Exhibit A to the Agreement.

23 2. CONTRACTOR shall provide services that include space for dining, group therapy,  
24 activities therapy, day rooms, visitor rooms, and a seclusion room.

25 **C. ADMISSION CRITERIA AND PROCEDURES**

26 1. Persons To Be Served – Services shall be provided to only those persons authorized by the  
27 COUNTY’s ETS Unit. Unless otherwise approved by ADMINISTRATOR, such persons shall be  
28 experiencing acute psychiatric disorders and hospitalized pursuant to WIC Sections 5150, 5250, 5300,  
29 5350, 5358, and 6000, as now in existence or as hereafter amended. At its sole discretion,  
30 ADMINISTRATOR shall make referrals based upon clients aged eighteen (18) through sixty-four (64),  
31 the relative geographic proximity of the hospital to the residence of the client’s family, the availability of  
32 beds, and the appropriateness of the treatment milieu.

33 a. Through COUNTY’s ETS, COUNTY shall screen and determine appropriateness of  
34 referrals for admission of COUNTY clients to CONTRACTOR’s locked unit. COUNTY shall, at the  
35 time of admission, provide initial treatment authorization. CONTRACTOR shall not refuse admissions  
36 from COUNTY’s ETS.

37 //

1 b. ADMINSTRATOR may conduct periodic treatment reviews at any time during the  
2 course of a COUNTY client's hospitalization.

3 c. If ADMINSTRATOR does not approve CONTRACTOR's request for extended  
4 treatment, CONTRACTOR shall be responsible for effecting the appropriate transfer and/or discharge of  
5 the COUNTY client. In any case, if CONTRACTOR elects to provide inpatient treatment without the  
6 express authorization of ADMINSTRATOR, CONTRACTOR shall assume responsibility for the cost  
7 of such treatment.

8 d. CONTRACTOR shall allow ADMINSTRATOR to take part in Utilization Review and  
9 Quality Assurance activities if such attendance will not waive any privilege granted by law.

10 e. Primary criteria for continued treatment within the acute inpatient setting shall include,  
11 but not be limited to, the medical necessity of hospitalization within a secure acute medical setting as  
12 reflected within the medical record. COUNTY's Director of Behavioral Health Services or designee  
13 may determine a COUNTY client no longer meets this primary criteria and request that CONTRACTOR  
14 discharge the COUNTY client to a facility appropriate for the COUNTY client's treatment requirements.

15 2. COUNTY is not financially responsible for the evaluation and treatment of unfunded  
16 psychiatric clients, unless they are referred by ETS or pre-authorized by ETS for admission.

17 D. PSYCHIATRIC AND ANCILLARY SERVICES

18 1. CONTRACTOR shall provide acute hospital inpatient psychiatric and support services,  
19 designed to engage seriously mentally ill adults, including those who are dually diagnosed, in a  
20 partnership to achieve the individual's wellness and recovery goals. Services shall be recovery oriented,  
21 non-coercive and focused on assisting clients to become more independent and self-sufficient as  
22 evidenced by discharges to lower levels of care. Services including groups, activities therapy, and other  
23 adjunctive therapy as specified herein to COUNTY clients with mental, emotional, or behavioral  
24 disorders will be recovery based.

25 2. CONTRACTOR shall provide services in collaboration with COUNTY's Director of  
26 Behavioral Health Services or designee.

27 3. CONTRACTOR shall provide psychiatric treatment and support services in accordance  
28 with all applicable laws and regulations, including but not limited to:

29 a. A psychiatric evaluation, within twenty-four (24) hours of admission, by a licensed  
30 psychiatrist which shall include a psychiatric history, diagnosis, and evaluation in accordance with the  
31 current DSM Volume.

32 b. Medical history and physical examination of each COUNTY client within twenty-four  
33 (24) hours of admission.

34 c. Case staffing of each new COUNTY client within twenty-four (24) hours of admission.

35 d. A log for the case staffing which lists the COUNTY client's name, diagnosis, and  
36 estimated length of stay.

37 e. ITP for each COUNTY client.

- f. Psychiatric, psychological, and social services compatible with the ITP.
  - g. Appropriate collateral therapy and interventions for each COUNTY client.
  - h. Appropriate one-on-one COUNTY client-to-staff counseling as appropriate to the diagnosis and ITP.
  - i. Documentation of COUNTY client's attendance/participation in collateral therapy including schedule of therapies, attendance log, and medical record progress notes.
  - j. Daily rounds and progress notes by psychiatrists on all COUNTY clients.
  - k. Discharge planning, continuing care planning, and referral services. COUNTY shall provide such assistance, as COUNTY deems necessary, to assist providers' Social Services staff to initiate, develop and finalize discharge planning and necessary follow-up services.
  - l. For COUNTY clients who are being referred at discharge to a SNF, CONTRACTOR shall document in the medical record at least four (4) SNF contacts daily, Monday through Friday, until the client is either discharged or no longer requires SNF level of care.
  - m. For COUNTY clients waiting for long term care placement, CONTRACTOR shall document in the medical record contact with the COUNTY's LTC Unit at least once every seven (7) days until the client is either discharged or no longer requires long-term care.
  - n. CONTRACTOR shall arrange a specific date and time for an aftercare appointment for any client referred at discharge to a COUNTY outpatient clinic. CONTRACTOR shall fax to COUNTY outpatient clinic at the time of discharge the ABC Hospital Discharge Referral Form or the hospital's aftercare plan, the initial psychiatric evaluation, history and physical examination report, recent lab studies, medication list, and any medical consults.
  - o. COUNTY clients shall be discharged with seven (7) days of medications. This includes psychiatric medications and other medications needed to treat concurrent medical conditions.
  - p. On-call psychiatric and medical specialist coverage twenty-four (24) hours per day, seven (7) days per week.
4. CONTRACTOR shall provide all ancillary services necessary for the evaluation and treatment of psychiatric conditions, including:
- a. Initial laboratory services consistent with CONTRACTOR's usual and customary hospital admitting protocol.
  - b. Additional laboratory and diagnostic services when necessary for the initiation and monitoring of psychiatric medication treatments.
  - c. Pharmaceutical services.
  - d. A conflict resolution process may be initiated by either party to the Agreement in the event of a disagreement between CONTRACTOR and ADMINISTRATOR regarding the appropriateness of proposed laboratory and/or diagnostic services. ADMINISTRATOR's designated psychiatrist will review said proposed services and render a decision that will be binding on both parties.

//

1 5. CONTRACTOR shall provide, or cause to be provided, expert witness testimony by  
2 appropriate mental health professionals in all legal proceedings required for the institutionalization,  
3 admission, or treatment of COUNTY clients. These services shall include, but not be limited to, writs of  
4 habeas corpus, Capacity (Reise) hearings, conservatorship, probable cause hearings, Court-ordered  
5 evaluation, and appeal and post-certification proceedings.

6 a. COUNTY will represent CONTRACTOR, at COUNTY's sole cost and expense, in all  
7 legal proceedings required for conservatorship. CONTRACTOR shall cooperate with COUNTY in all  
8 such proceedings.

9 b. COUNTY will provide hearing officers for probable cause hearings for COUNTY  
10 clients only.

11 E. MEDICAL SERVICES

12 1. CONTRACTOR shall provide or cause to be provided all health care services deemed  
13 appropriate according to usual and customary hospital practices without regard for payer status. This  
14 includes physician or other professional services required by COUNTY clients and escort of such  
15 COUNTY clients to and from medical treatment. A conflict resolution process may be initiated by  
16 either party to the Agreement in the event of a disagreement regarding the appropriateness of rendering  
17 urgent health care services. ADMINISTRATOR's designated psychiatrist will review proposed medical  
18 services and render a decision that will be binding on both parties.

19 2. Inpatient ECT – CONTRACTOR may cause to be provided ECT to COUNTY referred  
20 clients with the prior approval of COUNTY. Such approval shall be documented in the COUNTY  
21 client's medical record. Such requests are expected to be infrequent.

22 3. Outpatient ECT – CONTRACTOR may cause to be provided ECT services on an outpatient  
23 basis to COUNTY clients. Such requests are expected to be infrequent.

24 4. CT – CONTRACTOR may, as part of the diagnosis and evaluation of a COUNTY client's  
25 psychiatric condition, authorize necessary CT scanning. CONTRACTOR shall receive approval of  
26 ADMINISTRATOR before such testing, and document this approval in the client's medical record.

27 5. SPECIALIZED SERVICES - Upon request by COUNTY, CONTRACTOR shall provide or  
28 cause to be provided medical services or diagnostic testing services to persons referred by COUNTY  
29 including, but not limited to, persons referred by COUNTY from Metropolitan State Hospital.  
30 Reimbursement for such services shall be agreed upon, in writing, by the CONTRACTOR and  
31 ADMINISTRATOR prior to provision of services by the hospital.

32 F. ADDITIONAL SERVICES - CONTRACTOR shall provide those services required of general  
33 acute care hospitals which shall at a minimum include, but not be limited to, the following:

34 1. Direct Services – including a therapeutic milieu, room and dietetic services, nursing  
35 services, including drug administration and client care, and a client activity program including OT/RT  
36 services.

37 //

1 2. Support Services – including housekeeping, laundry, maintenance, medical records, and  
2 drug order processing services.

3 3. In-Service Training – Provide formalized in-service training to staff that focuses on subjects  
4 that increase their expertise in mental health services and ability to manage and serve clients.

5 4. Program Description – Maintain a COUNTY approved written description of the inpatient  
6 psychiatric program, which shall include goals, objectives, philosophy, and activities which reflect the  
7 active involvement of nursing personnel in all aspects of the inpatient therapeutic milieu.

8 G. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a  
9 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
10 shall be in compliance with the current Joint Commission requirements related to the provision of  
11 Culturally and Linguistically Appropriate Health Care. If CONTRACTOR is not accredited by the Joint  
12 Commission, CONTRACTOR shall maintain documentation of such efforts which may include, but not  
13 be limited to: records of participation in COUNTY sponsored or other applicable training, recruitment  
14 and hiring policies and procedures, copies of literature in multiple languages and formats, as appropriate,  
15 and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are  
16 physically challenged.

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

22 I. CLINICAL CARE STANDARDS

23 1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, the overall  
24 goal of which is the maintenance of high quality client care and effective utilization of services offered.  
25 This plan shall include utilization review, peer review, and medication monitoring as mandated by the  
26 DCHS. CONTRACTOR shall adhere to the standards set forth in Title 9 of the CCR.

27 2. CONTRACTOR shall allow ADMINISTRATOR to take part in utilization review  
28 activities.

29 J. STAFFING

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

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

35 K. NPI – All HIPAA covered healthcare providers, individuals and organizations must obtain an  
36 NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals  
37 for life.

1 L. NPP – CONTRACTOR shall provide, upon request, the NPP for the COUNTY, as MHP, to any  
2 individual who received services under the Agreement.

3 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
4 Services Paragraph of this Exhibit A to the Agreement.

5  
6 **IV. REPORTS**

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

10 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
11 Reports Paragraph of this Exhibit A to the Agreement.

12  
13 **V. ISSUE RESOLUTION**

14 A. For resolution of issues between CONTRACTOR and COUNTY with respect to the  
15 implementation and operation of the Agreement or COUNTY’s policies and procedures regarding  
16 services described herein, the following sequential steps shall apply:

17 1. CONTRACTOR shall routinely utilize all informal communication processes and methods  
18 with ADMINISTRATOR including, but not limited to, telephone contact, e-mail, facsimile machine,  
19 written correspondence and meetings, to resolve any issues or problems regarding the implementation  
20 and operation of the Agreement or COUNTY’s policies and procedures regarding services described  
21 herein.

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

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

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

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

35 //  
36 //  
37 //

**VI. PATIENT'S RIGHTS**

A. CONTRACTOR shall post the current California DHCS Patients' Rights poster as well as ADMINISTRATOR's Mental Health Plan Complaint and Grievance poster in locations readily available to clients and staff and have complaint forms and complaint envelopes readily accessible to clients

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have complaint resolution and grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.

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

2. CONTRACTOR's complaint resolution and grievance processes shall incorporate COUNTY's grievance, patients' rights, and utilization management guidelines and procedures.

C. Complaint Resolution and Grievance Process – ADMINISTRATOR shall implement complaint and grievance procedures that shall include the following components:

1. *Complaint Resolution.* This process will specifically address and attempt to resolve client complaints and concerns at CONTRACTOR's facility. Examples of such complaints may include dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant.

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

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

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

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Patient's Rights Issue Resolution of this Exhibit A to the Agreement.

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