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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2010~~8~~ through June 30, 2012~~0~~

"Period One" means the period from July 1, 2010~~8~~ through June 30, 2009~~2011~~

"Period Two" means the period from July 1, 2009~~2011~~ through June 30, 2012~~0~~

Aggregate Maximum Obligation:

Period One Maximum Obligation:	\$ 32,353	40,515
Period Two Maximum Obligation:	32,353	40,515
TOTAL CONTRACT MAXIMUM OBLIGATION:	\$64,706	81,030

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: ~~«CONTRACTOR»~~ «LC_PROVIDER»
 «LC_DBA»
 «ADDRESS»
 «CITYZIP»
 «TAXID»

CONTRACTOR's Insurance Coverages:

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

I. ALTERATION OF TERMS

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

II. COMPLIANCE

A. ~~COUNTY's Health Care Agency (HCA)~~ COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

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

2. CONTRACTOR shall ensure that its ~~officers, directors and employees;~~ subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and ~~other persons who provide behavioral health care services, or who perform billing~~ related policies and procedures.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or ~~coding functions of CONTRACTOR;~~ or member of establish its own.

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

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's ~~medical staff, including physicians ("Covered Persons") relative to this AGREEMENT are made aware of these Policies and Procedures~~ Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

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

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

1 this Agreement as to the non-complying party.

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

5 1. ~~Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the~~
6 ~~option of submitting to~~ ADMINISTRATOR a signed acknowledgement and agreement ~~shall ensure~~ that
7 CONTRACTOR ~~shall comply with the "HCA Contractor~~ is made aware of ADMINISTRATOR's Code
8 of Conduct" ~~specified in subparagraph B.3. below or~~.

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

12 3. CONTRACTOR has the option to ~~ADMINISTRATOR for review and comparison~~ adhere to
13 ~~federal, state and county standards by the HCA Compliance Officer~~ ADMINISTRATOR's Code of
14 Conduct or establish its own.

15 4. If CONTRACTOR elects to ~~have its own Code of Conduct, then it shall~~ submit a copy of
16 its Code of Conduct, ~~HCA's~~ to ADMINISTRATOR within thirty (30) calendar days of award of this
17 Agreement.

18 5. ADMINISTRATOR's Compliance Officer shall ~~advise CONTRACTOR of any necessary~~
19 ~~changes to~~ determine if CONTRACTOR's Code of Conduct ~~to meet minimum standards and~~ is accepted.
20 CONTRACTOR shall ~~either~~ take necessary action to meet said standards or shall be asked to
21 acknowledge and agree to the ~~"HCA Contractor~~ ADMINISTRATOR's Code of Conduct" ~~specified in~~
22 ~~subparagraph B.3. below.~~

23 3. ~~HCA~~ 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,
24 CONTRACTOR ~~CODE OF CONDUCT CONTRACTOR and~~ shall ensure that its employees ~~and~~,
25 subcontractors ~~shall:~~

26 ~~a. Comply with all applicable laws, regulations, rules,~~ interns, volunteers, and members of
27 Board of Directors ~~or guidelines when providing and billing for the services specified herein.~~

28 ~~b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in~~
29 ~~their professional dealings related~~ duly authorized agents, if appropriate, ("Covered Individuals")
30 relative to this Agreement ~~and avoid any conduct that could reasonably be expected~~ are made aware of
31 CONTRACTOR's Code of Conduct.

32 7. If CONTRACTOR elects to ~~reflect adversely upon the integrity of~~ adhere to
33 ADMINISTRATOR's Code of Conduct then CONTRACTOR ~~and/or COUNTY.~~

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

36 ~~d. Not engage in any activity in violation of this~~ shall submit to ADMINISTRATOR a
37 signed acknowledgement and agreement, ~~nor engage in any other conduct which violates any applicable~~

1 ~~law, regulation, rule or guideline.~~

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

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

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

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

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

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

15 ~~_____ k. Consult with HCA's Compliance Officer if there are any questions or uncertainties shall~~
 16 ~~comply with ADMINISTRATOR's Code of any Compliance Program standard or any other applicable~~
 17 ~~law, regulation, rule or guideline Conduct.~~

18 48. Failure of CONTRACTOR to timely submit the acknowledgement of ~~the HCA Contractor~~
 19 ~~Code of Conduct or its own~~ ADMINISTRATOR's Code of Conduct shall constitute a material breach of
 20 this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from
 21 ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying
 22 party.

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

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

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

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

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

37 3. CONTRACTOR shall screen all current Covered ~~Persons~~ Individuals and subcontractors

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

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

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

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

20 D. REIMBURSEMENT STANDARDS

21 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 22 claims, billings and ~~billing~~or invoices for same are prepared and submitted in an accurate and timely
 23 manner and are consistent with federal, state and county laws and regulations. This includes
 24 compliance with federal and state health care program regulations and procedures or instructions
 25 otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid
 26 Services or their agents.

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

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

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

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

37 1. ~~CONTRACTOR shall use its best effort to encourage completion of Covered Persons to~~

~~complete all Compliance Trainings when offered.~~

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

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

~~4.~~ Each Covered ~~Person completing~~Individual attending training shall certify, in writing, ~~attendance at~~ compliance training ~~shall provide CONTRACTOR with written certification of completion of training.~~

~~5.~~ CONTRACTOR shall retain ~~copies of~~ the certifications.

~~6.~~ Upon written request, ~~CONTRACTOR shall provide~~ by ADMINISTRATOR, ~~CONTRACTOR shall provide~~ copies of the certifications, ~~including a summary list of all Covered Persons, type of training, and date of training.~~

#

III. CONFIDENTIALITY

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

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

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

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

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

IV. ~~COST REPORT~~ DELEGATION, ASSIGNMENT AND SUBCONTRACTS

~~A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and county requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.~~

~~1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:~~

~~a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.~~

~~b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost Report is delivered to COUNTY.~~

~~2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.~~

~~3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.~~

~~B. The Cost Report shall contain the following attestation, which may be typed directly on or attached to the Cost Report:~~

~~"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.~~

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Signed _____
Name _____
Title _____
Date _____"

V. DELEGATION AND ASSIGNMENT

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

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

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

V. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it ~~makes best effort to~~ shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that ~~all its~~ employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C.

1 | §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall
2 | retain all such documentation for all covered employees, subcontractors and consultants for the period
3 | prescribed by the law.

4 |
5 | **VI. EXPENDITURE AND REVENUE REPORT**

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

11 | //

12 | **VII. FACILITIES, PAYMENTS AND SERVICES**

13 | | CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and
14 | reports in accordance with Exhibit A₇ to this Agreement. COUNTY shall compensate, and authorize,
15 | when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
16 | Agreement with at least the minimum number and type of staff which meet applicable federal and state
17 | requirements, and which are necessary for the provision of the services hereunder.

18 |
19 | **VIII. INDEMNIFICATION AND INSURANCE**

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

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

33 | | C. All insurance policies except Workers' Compensation and Employer's Liability shall contain the
34 | following clauses:

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

37 | | 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess

1 of, and not contribute with, insurance provided by this policy."

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

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

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

10 //

11 **IX. INSPECTIONS AND AUDITS**

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

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

25 ~~C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of~~
26 ~~services.~~

27 ~~D.~~ C. AUDIT RESPONSE

28 1. Following an audit report, in the event of non-compliance with applicable laws and
29 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
30 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement
31 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
32 writing within thirty (30) calendar days ~~{sixty (60) calendar days}~~ after receiving notice from
33 ADMINISTRATOR.

34 2. If the audit reveals that money is payable from one party to the other, that is,
35 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
36 CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60)
37 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to

COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

//

X. LICENSES AND LAWS

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

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

1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
2. State of California Health and Safety Code, Sections 1250 et seq.;
3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;
4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
5. Code of Federal Regulations (CFR), Title 42 and Title 45;
6. United States Code (U.S.C.A.) Title 42;
7. Federal Social Security Act, Title XVIII and Title XIX;
8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.);
11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);

- 1 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 2 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 3 14. Health Insurance Portability and Accountability Act (HIPAA) ~~Privacy Rule,~~ as it may
- 4 exist now, or be hereafter amended, and if applicable.

5 15. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.

6 **C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

7 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days

8 of the award of this Agreement:

9 a. In the case of an individual contractor, his/her name, date of birth, social security

10 number, and residence address;

11 b. In the case of a contractor doing business in a form other than as an individual, the

12 name, date of birth, social security number, and residence address of each individual who owns an

13 interest of ten percent (10%) or more in the contracting entity;

14 c. A certification that CONTRACTOR has fully complied with all applicable federal and

15 state reporting requirements regarding its employees;

16 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage

17 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

18 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by

19 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting

20 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings

21 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;

22 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute

23 grounds for termination of this Agreement.

24 3. It is expressly understood that this data will be transmitted to governmental agencies

25 charged with the establishment and enforcement of child support orders, or as permitted by federal

26 and/or state statute.

27

28 **XI. LITERATURE AND ADVERTISEMENTS**

29 A. Any written information or literature, including educational and/or promotional materials,

30 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related

31 to this Agreement ~~shall indicate that CONTRACTOR's services are supported~~ must be approved in

32 advance and in writing by ~~federal, state and county funds, as appropriate~~ ADMINISTRATOR before

33 distribution. For the purposes of this Agreement, distribution of ~~such literature shall include~~ written

34 materials ~~as well as~~ shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or

35 magazine ads, and electronic media such as the Internet. Such information shall not imply endorsement

36 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

37 B. Any advertisement through radio, television broadcast, or the Internet, for educational or

1 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
 2 Agreement must be approved in advance and in writing by ADMINISTRATOR.

4 **XII. MAXIMUM OBLIGATION**

5 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
 6 agreements for CONREP Supplemental Rate Housing Services during Period One and Period Two are
 7 as specified on Page 3 of this Agreement. This specific Agreement with CONTRACTOR is only one of
 8 several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by
 9 the parties that reimbursement to CONTRACTOR will be only a fraction of ~~these~~ Aggregate Maximum
 10 Obligations.

11 //

12 **XIII. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 //

15 **XIV. NOTICES**

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

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

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

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

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

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

36 **XV. NOTIFICATION OF DEATH**

A. NON-TERMINAL ILLNESS DEATH

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

XVI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XVII. RECORDS MANAGEMENT AND MAINTENANCE

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

1 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §§70751(c), 71551(c),~~
2 ~~73543(a), 74731(a), 75055—Retention of records by outpatient medical facilities.(a), 75343(a), and~~
3 ~~77143(a).~~

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

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

8 ~~4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

9 ~~5. State of California, Health and Safety Code §§123100—123149.5§123145.~~

10 ~~B.~~ 3. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

18 C. CONTRACTOR’s patient records shall be maintained in a secure manner. CONTRACTOR
19 shall maintain patient records and must establish and implement written record management procedures.

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

22 ~~C//~~

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

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

28 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
29 participants and patients be provided the right to access or receive a copy of their DRS and/or request
30 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a
31 covered entity that is:

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

37 E.G. CONTRACTOR shall ensure ~~all HIPAA DRS~~ compliance with requirements ~~are met.~~

1 ~~HIPAA requires that clients, participants, patients, etc., be provided the right~~ pertaining to access the
 2 privacy and security of personally identifiable information (hereinafter "PII") and/or receive protected
 3 health information (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a
 4 ~~copy breach of their DRS~~ privacy and/or request addendum security of PII and/or PHI by
 5 CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.

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

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

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

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

20 I.L. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
 21 may provide written approval to CONTRACTOR to ~~change the record~~ maintain records in a single
 22 location ~~criteria~~ identified by CONTRACTOR.

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

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

28 **XVIII. SEVERABILITY**

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

34 **XIX. STATUS OF CONTRACTOR**

35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
 36
 37

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

11 **XX. TERM**

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

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

23 //

24 **XXI. TERMINATION**

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

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

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

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

1 any duty required pursuant to this Agreement.

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

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

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

10 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

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

XXII. THIRD PARTY BENEFICIARY

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

XXIII. WAIVER OF DEFAULT OR BREACH

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

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

«UC_PROVIDER»
«UC_DBA»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

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

Attachment E. Redline Version to Attachment B

1 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
2 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
3 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
4 signature alone is required by HCA.
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EXHIBIT A
TO AGREEMENT WITH
«UC_PROVIDER»
«UC_DBA»

JULY 1, 2010~~8~~ THROUGH JUNE 30, 2012~~9~~

I. PAYMENTS

A. COUNTY shall reimburse CONTRACTOR \$6.00 per client day in accordance with Section 4075 of the Welfare and Institutions Code and according to the State approved Conditional Release Program (CONREP) Residential Care Facility Supplemental Services Program set forth in DMH Forensic Special Order 88-07. This reimbursement is based on:

1. Certification of the facility as a participant;
2. Assessment of the client by COUNTY CONREP personnel and determination that the client qualifies for supplemental services; and
3. Development of a service plan for the client describing the goals, objectives and services required.

B. COUNTY shall pay CONTRACTOR monthly, in arrears. CONTRACTOR'S~~S~~ invoice shall be on an approved Supplemental Rate Invoice Form, and provide such information as is required by ADMINISTRATOR.

C. CONTRACTOR'S~~S~~ invoices are due the tenth (10th) day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.

D. All invoices to COUNTY shall be supported, at CONTRACTOR'S~~S~~ facility, by source documentation including an invoice record for each client billed.

E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this agreement or is not in compliance with local governmental regulations governing the provision of contracted services.

1. The above rate shall be adjusted by ADMINISTRATOR by the amount, and effective the same date, that rates are adjusted by the State Department of Mental Health for the services provided herein. COUNTY shall make payments in accordance with the State approved rate of reimbursement and the availability of funding for the period services are provided.

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

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

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1 G. The total aggregate of payments to all CONTRACTORS under CONREP Supplemental Rate
2 Housing agreements shall at no time exceed the COUNTY'S Aggregate Maximum Obligation for each
3 Period.

4
5 **II. REPORTS**

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

9
10 **III. SERVICES**

11 ~~— A. A. SERVICES PROVIDED - CONTRACTOR shall:~~

12 ~~— CONTRACTOR shall be required to achieve performance objectives by the end of each Period~~
13 ~~through tracking and reporting Performance Outcome Objective statistics in monthly programmatic~~
14 ~~reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the~~
15 ~~following services to meet the objective, and, therefore, revisions may be implemented by mutual~~
16 ~~agreement between CONTRACTOR and ADMINISTRATOR.~~

17 ~~— 1. Objective 1: Maintain public safety by effectively managing clients in the community.~~
18 ~~CONTRACTOR shall compile and report to COUNTY, as directed by ADMINISTRATOR, the number~~
19 ~~and percentage of clients who are successfully managed in the community and who do not re-offend~~
20 ~~following their release from custody.~~

21 ~~— 2. Objective 2: Facilitate client's re-assimilation into society, reducing their dependence on~~
22 ~~local and State resources. CONTRACTOR shall compile and report to COUNTY, as directed by~~
23 ~~ADMINISTRATOR, the number and percentage of clients who are employed, in school, or in a training~~
24 ~~program.~~

25 ~~— B. CONTRACTOR shall:~~

26 1. Develop a facility program plan to ensure the availability of appropriate services to clients
27 placed in the facility.

28 2. Implement the client individual service plan. Such plan shall be developed by COUNTY's
29 designated care coordinator in conjunction with the client and the facility administrator.

30 3. Provide a facility with safe sleeping quarters, and a separate bed for each client and a
31 lounge area for clients.

32 4. CONTRACTOR shall meet the specialized needs of mentally disordered adults, as
33 specified in the client individual service plan. Such services may include, but shall not be limited, to the
34 following:

35 a. Providing or arranging transportation to meet the client's mental health needs and for
36 participation in mental health programs;

37 b. Encouraging the client to take increasing responsibility for the client's own treatment

1 by supporting self-established goals and the use of support and treatment systems;

2 c. Encouraging the client's use of public transportation, use of leisure time in a
3 constructive manner, and maintenance of adequate grooming;

4 d. Assisting the client to learn social relationship skills, such as communication with
5 others and appropriate social behavior;

6 e. Participating with COUNTY staff in meetings in the facility;

7 f. Assisting the client in developing skills of budgeting, personal shopping, monetary
8 transactions, menu planning, and shopping for, and the preparation of, basic meals;

9 g. Assisting the client in becoming responsible for self-medication, as prescribed by the
10 treating physician;

11 h. Providing close supervision of, and intensive interactions with, clients who require the
12 management of difficult behavioral problems, consistent with the client's individual service plan.

13 5. The services described in subparagraphs ~~BA~~.4.a. and ~~BA~~.4.e. above shall constitute
14 supplemental services only if performed in conjunction with one or more services described in
15 subparagraphs ~~BA~~.4.b., ~~BA~~.4.c., ~~BA~~.4.d., ~~BA~~.4.f., ~~BA~~.4.g., and ~~BA~~.4.h. above.

16 ~~C~~ B. PERSONS TO BE SERVED

17 1. CONTRACTOR shall serve indigent adults, ages eighteen (18) years of age and older, who
18 are enrolled in a COUNTY-operated or COUNTY-contracted mental health or dual-diagnosis program.

19 2. All Participants shall be referred by COUNTY.

20 3. CONTRACTOR shall not discriminate against Participants referred by COUNTY because
21 Participant's primary language is not English, nor because of medication regimen prescribed by
22 Participant's licensed physician.

23 C. PERFORMANCE OUTCOMES

24 CONTRACTOR shall be required to achieve performance objectives by the end of each Period
25 through tracking and reporting Performance Outcome Objective statistics in monthly programmatic
26 reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the
27 following services to meet the objective, and, therefore, revisions may be implemented by mutual
28 agreement between CONTRACTOR and ADMINISTRATOR.

29 1. Objective 1: Maintain public safety by effectively managing clients in the community.
30 CONTRACTOR shall compile and report to COUNTY, as directed by ADMINISTRATOR, the number
31 and percentage of clients who are successfully managed in the community and who do not re-offend
32 following their release from custody.

33 2. Objective 2: Facilitate client's re-assimilation into society, reducing their dependence on
34 local and State resources. CONTRACTOR shall compile and report to COUNTY, as directed by
35 ADMINISTRATOR, the number and percentage of clients who are employed, in school, or in a training
36 program.

37 D. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a

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

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

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12 F. National Provider Identifier (NPI) - The standard unique health identifier that was adopted by
13 the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act
14 (HIPAA) of 1996 for health care providers.

15 1. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI
16 for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals for
17 life.

18 2. CONTRACTOR, including each employee that provides services under this Agreement,
19 shall obtain a National Provider Identifier (NPI) upon commencement of this Agreement or prior to
20 providing services under this Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a
21 form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

22 G. PHYSICAL PLANT AND OPERATIONS

23 1. The facility shall include the following:

24 a. Safe sleeping quarters, a separate bed for each Participant and a lounge area for all
25 Participants.

26 b. No more than six (6) residents per bathroom, whether or not a program Participant,
27 shall be housed in the facility at one time.

28 c. The facility shall be maintained in a decent, safe, and sanitary condition.

29 2. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall
30 maintain regularly scheduled service hours, seven (7) days per week, twenty-four (24) hours per day
31 throughout the year.

32 3. CONTRACTOR shall provide an alcohol and drug-free, supervised living environment for
33 Participants, who are consumers currently in treatment at COUNTY-operated or COUNTY-contract
34 mental health or dual-diagnosis clinics, and who have no available housing.

35 4. CONTRACTOR shall establish written House Rules for standards of conduct for all
36 Participants, to be reviewed and approved by the ADMINISTRATOR.

37 5. CONTRACTOR shall establish a written smoking policy, to be reviewed and approved by

1 ADMINISTRATOR, that specifies designated areas as the only areas where smoking is permitted.

2 6. CONTRACTOR shall establish a written visitation policy, to be reviewed and approved by
3 ADMINISTRATOR, which shall include:

4 a. sign-in logs;

5 b. visitation hours;

6 c. designated visiting areas at the facility.

7 7. CONTRACTOR shall establish a written Good Neighbor Policy, to be reviewed and
8 approved by ADMINISTRATOR, which shall include, but not be limited to staff training to deal with
9 neighbor complaints, and neighbor complaint procedures.

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