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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	3
I. Alteration of Terms	4
II. Compliance.....	4
III. Confidentiality.....	8
III .IV. Cultural Competency	8
IV .V. Delegation and Assignment.....	8
VI . Employee Eligibility Verification.....	9
V .VII. Expenditure and Revenue Report	9
VI .VIII. Facilities, Payments and Services.....	10
VII .IX. Indemnification and Insurance.....	10
VIII .X. Inspections and Audits	11
IX .XI. Licenses and Laws	12
XII . Literature and Advertisements.....	13
X .XIII. Maximum Obligation.....	13
XI .XIV. Nondiscrimination.....	14
XII .XV. Notices.....	16
XIII .XVI. Notification of Death	16
XVII. Notification of Public Events and Meetings Revenue	17
XIV .XVIII. Records Management and Maintenance	17
XV .XIX. Severability.....	19
XVI .XX. Status of Contractor	19
XVII .XXI. Term	20
XVIII .XXII. Termination	20
XIX .XXIII. Third Party Beneficiary	21
XX .XXIV. Waiver of Default or Breach.....	22
Signature Page	23
 <u>EXHIBIT A</u>	
I. Payments	1
II. Records	1

1 ~~III~~.II. Reports..... 2

2 ~~IV~~.III. Services 2

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2009~~⁷ through June 30, ~~2011~~²⁰⁰⁹

"Period One" means the period from July 1, ~~2009~~⁷ through June 30, ~~2010~~⁸

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

Aggregate Maximum Obligation:

Period One Maximum Obligation:	\$1,037,330 ^{\$1,037,610}
Period Two Maximum Obligation:	1,037,330
TOTAL CONTRACT MAXIMUM OBLIGATION:	\$2,074,660 ^{\$2,074,940}

Basis for Reimbursement: Fee for Service

Payment Method: Fee for Service

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «FACILITY2»
 «ADDRESS»
 «CITYSTATEZIPCODE»
 «Tax_ID»

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability with broad form Property damage and contractual liability</u>	<u>\$1,000,000 Combined Single limit per occurrence \$2,000,000 Aggregate</u>
<u>Automobile Liability, including coverage</u>	<u>\$1,000,000</u>

1	for owned, non-owned and hired vehicles	Combined Single limit per occurrence
2	Coverage	per Occurrence
3	Workers' Compensation	Statutory
4	Employer's Liability	\$1,000,000
5	Comprehensive General Liability Insurance	\$1,000,000
6		per occurrence
7	Sexual Misconduct	\$1,000,000
8		per occurrence
9	Comprehensive Automobile Liability Insurance,)	\$1,000,000
10	-covering the owned, non-owned and hired)	(Combined Single Limit)
11	-automobile hazards, including any COUNTY)	
12	-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 COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Compliance Program.

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

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

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

2. HCA's Compliance Officer shall advise CONTRACTOR if CONTRACTOR's compliance program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Code of Conduct and Compliance Program.

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

1 Agreement are made aware of CONTRACTOR's Policies and Procedures.

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

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

8 1. If CONTRACTOR elects to adhere to HCA Compliance Program, then within ~~Within~~ thirty
9 (30) calendar days of award of this Agreement, CONTRACTOR shall submit ~~has the option of~~
10 ~~submitting~~ to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall
11 comply with the "HCA Contractor Code of ~~Conduct.~~" ~~Conduct" specified in subparagraph B.3. below or~~
12 ~~CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and~~
13 ~~comparison to federal, state and county standards by the HCA Compliance Officer.~~

14 //

15 ~~2.~~ 2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's
16 Compliance Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code
17 of Conduct to meet minimum standards and CONTRACTOR shall either take necessary action to meet
18 said standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct"
19 specified in subparagraph B.3. below.

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

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

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

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

29 #

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 business operations related to this Agreement.

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

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10 ~~E.~~ ~~D.~~ REIMBURSEMENT STANDARDS

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

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

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

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

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

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

29 ~~2.~~ 2. Such training will be made available to Covered Individuals within thirty (30) calendar
30 days of employment or engagement.

31 ~~2.3.~~ 3. Such training will be made available to each Covered Individual annually.

32 ~~3.4.~~ 4. Each Covered Individual attending training shall certify, in writing, attendance at
33 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
34 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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2 **III. CONFIDENTIALITY**

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

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

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

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

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

26
27 **IV. CULTURAL COMPETENCY**

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

34
35 **V. DELEGATION AND ASSIGNMENT**

36 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
37 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR

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

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

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

20 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

30 **VII. EXPENDITURE AND REVENUE REPORT**

31
 32
 33 No later than sixty (60) calendar days following termination of each fiscal year or termination of
 34 this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only,
 35 an Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall
 36 be prepared in accordance with the procedure that is provided by ADMINISTRATOR and generally
 37 accepted accounting principles.

1
2 **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

8
9 **IX. INDEMNIFICATION AND INSURANCE**

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

20 //

21 //

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

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

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

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

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

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

36 E. All insurance policies required by this contract shall waive all rights of subrogation against the
37 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,

1 agents and employees when acting within the scope of their appointment or employment.

2
3 **X. INSPECTIONS AND AUDITS**

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

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

18 C. AUDIT RESPONSE

19 1. Following an audit report, in the event of non-compliance with applicable laws and
20 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
21 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement
22 //
23 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
24 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

32 D. ~~Within fourteen (14) calendar days of receipt by CONTRACTOR,~~ CONTRACTOR shall
33 forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt.
34 Such audit shall include, but not be limited

35 ~~#~~
36 to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations,
37 whether or not the cost of such operation or audit is reimbursed in whole or in part through this

1 Agreement.

3 **XI. LICENSES AND LAWS**

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

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

- 15 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 ~~&~~ ~~and~~ 9;
- 16 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 17 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
18 Abuse Reporting;
- 19 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 20 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 21 6. United States Code (U.S.C.A.) Title 42;
- 22 7. Federal Social Security Act, Title XVIII and Title XIX;
- 23 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.);
- 24 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);

25 //

- 26 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
27 Sections 1251 et seq.);
- 28 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 29 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 30 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 31 ~~14. Federal Medicare Cost reimbursement principles and cost reporting standards;~~
- 32 ~~15. Orange County Medi-Cal Mental Health Managed Care Plan;~~
- 33 ~~16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case~~
34 ~~Management.~~
- 35 ~~17. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist~~
36 ~~now or be hereafter amended and if applicable.~~

37 ~~C. CONTRACTOR shall at all times be capable and authorized by the State of California to~~

1 ~~provide treatment and bill for services provided to Medi-Cal eligible clients while working under the~~
2 ~~terms of this Agreement.~~

3 ~~—D.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

24
25 **XII. LITERATURE AND ADVERTISEMENTS** ~~MAXIMUM OBLIGATION~~

26 A. Any written information or literature, including educational or promotional materials,
27 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
28 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before
29 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not
30 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
31 Internet.

32 //

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

36
37 **XIII. MAXIMUM OBLIGATION**

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

8 **XIV. NONDISCRIMINATION**

9 **A. EMPLOYMENT**

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

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

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

28 **B. SERVICES, BENEFITS, AND FACILITIES** — CONTRACTOR shall not discriminate in the
 29 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 30 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
 31 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
 32 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
 33 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
 34 ~~Article 9.5, Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code;~~
 35 ~~and Title 9,~~ Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and
 36 all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by
 37 state law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

31 C. PERSONS WITH DISABILITIES — CONTRACTOR agrees to comply with the provisions of
32 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
33 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
34 pertaining to the

35 //
36 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as
37 they exist now or may be hereafter amended together with succeeding legislation.

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

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

10
11 **XV. NOTICES**

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

- 14 1. When written and deposited in the United States mail, first class postage prepaid and
15 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;
16 2. When ~~faxed~~, ~~FAXed~~, transmission confirmed;
17 3. When sent by electronic mail; 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 on Page 3 of this Agreement or as
21 otherwise directed by ADMINISTRATOR and shall be effective when ~~faxed~~, ~~FAXed~~, transmission
22 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
23 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 E. In the event of a death, notification shall be made in accordance with the Notification of Death
31 paragraph of this Agreement.

32
33 **XVI. NOTIFICATION OF DEATH**

34 A. NON-TERMINAL ILLNESS DEATH

35 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
36 becoming aware of the death due to non-terminal illness of any person served hereunder or served
37 within the previous twelve (12) months; provided, however, weekends and holidays shall not be

1 included for purposes of computing the time within which to give telephone notice and, notwithstanding
2 the time limit herein specified, notice need only be given during normal business hours.

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

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

8 **B. TERMINAL ILLNESS DEATH**

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

15 #

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

20
21 **XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS. ~~REVENUE~~**

22 A. ~~CLIENT FEES~~—CONTRACTOR shall ~~notify charge, unless waived by~~ ADMINISTRATOR
23 of any public event or meeting funded in whole or part by the COUNTY, except for those events or
24 meetings that are intended solely, ~~a fee to serve clients~~ or occur in the normal course of business.

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

29
30 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

31 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
32 of this Agreement, prepare, maintain and manage records appropriate to the ~~whom services, other than~~
33 ~~Medi-Cal Services, are provided~~ and in accordance with this Agreement.

34 1. ~~pursuant to this Agreement, their estates and responsible relatives, according to their ability~~
35 ~~to pay as determined by the State Department of Mental Health's "Uniform Method of Determining~~
36 ~~Ability to Pay" (UMDAP) procedure, and in accordance with Title 9 of the California Code of~~
37 Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records by outpatient medical

1 facilities. ~~s. Such fee shall not exceed the actual cost of services provided. No client shall be denied~~
2 ~~services because of an inability to pay.~~

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

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

7 4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

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

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

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

14 ~~D. — B. THIRD PARTY REVENUE — CONTRACTOR shall make every reasonable effort to~~
15 ~~obtain all available third party reimbursement for which persons served hereunder may be eligible.~~
16 ~~Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.~~

17 ~~C. PROCEDURES~~ CONTRACTOR shall be informed through this Agreement that HIPAA has
18 broadened the definition of medical records and identified this new record set as a Designated Record
19 Set (DRS).

20 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

21 1. The medical records and ~~maintain internal financial controls which adequately ensure~~
22 ~~proper~~ billing records about individuals maintained by or for a covered health care provider;

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

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

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

29 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
30 security of personally identifiable information (hereinafter "PII") and/or protected health information
31 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or

32 //
33 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
34 and email or facsimile.

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

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

9 //
10 J. CONTRACTOR shall make records pertaining to the costs of services, participant fees,
11 charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

12 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
13 may specifically provide written approval to CONTRACTOR to maintain records in a single location,
14 identified by CONTRACTOR.

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

17 M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
18 within twenty-four (24) hours, ~~for the identification of delinquent accounts and methods for pursuing~~
19 ~~such accounts.~~ CONTRACTOR shall provide ADMINISTRATOR all information that is requested by
20 the PRA request., ~~monthly, a written report specifying the current status of fees which are billed,~~
21 ~~collected, transferred to a collection agency or deemed by CONTRACTOR to be uncollectible.~~

22 23 **XIX. SEVERABILITY**

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

29 30 **XX. STATUS OF CONTRACTOR**

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

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

5
6 **XXI. TERM**

7 The term of this Agreement shall commence and terminate as specified on Page 3 of this
8 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
9 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
10 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
11 reporting and accounting.

12
13 **XXII. TERMINATION**

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

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

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

- 22 1. The loss by CONTRACTOR of legal capacity.
- 23 2. Cessation of services.
- 24 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
25 another entity without the prior written consent of COUNTY.

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

28 ~~5. The loss of accreditation or any license required by the Licenses and Law paragraph of this
29 Agreement.~~

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

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

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D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

~~G. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.~~

~~G. The rights and remedies of COUNTY with respect to termination of this Agreement due to a violation of the Health Insurance Portability and Accountability Act are as set forth in Exhibit B to this Agreement and are in addition to the rights and remedies of COUNTY provided in this Termination paragraph.~~

~~H. 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.~~

XXIII. THIRD PARTY BENEFICIARY

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

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XXIV. WAIVER OF DEFAULT OR BREACH

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

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

3
4 «FACILITY1A»
5

6
7 BY: _____ DATED: _____
8

9 TITLE: _____
10

11 BY: _____ DATED: _____
12

13
14 TITLE: _____
15
16
17

18 COUNTY OF ORANGE
19

20 BY: _____ DATED: _____
21

22 HEALTH CARE AGENCY
23
24

25 ~~CHAIRMAN OF THE BOARD OF SUPERVISORS~~
26

27 ~~SIGNED AND CERTIFIED THAT A COPY~~
28 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
29 ~~TO THE CHAIRMAN OF THE BOARD.~~
30

31 _____ DATED: _____
32

33 ~~DARLENE J. BLOOM~~
34 ~~Clerk of the Board of Supervisors~~
~~of Orange County, California~~

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

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

EXHIBIT A
TO MASTER AGREEMENT WITH
«FACILITY»

FISCAL YEAR ~~JULY 1, 2007 THROUGH JUNE 30, 2009~~ 2009 – 2011

I. PAYMENTS

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

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

C. BILLINGS – CONTRACTOR'S billing shall be made on a properly completed form approved or supplied by ADMINISTRATOR. CONTRACTOR's billings shall include such information as is required by ADMINISTRATOR. All billings are due on the tenth (10th) working day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) days after receipt of the correctly completed billing form.

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

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

II. RECORDS

~~A. RECORDS~~

~~1. Client Records – CONTRACTOR shall prepare and maintain adequate records of its services provided in sufficient detail to permit an evaluation of services.~~

~~2. Financial Records – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records shall reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with generally accepted principles of accounting.~~

~~B. RECORDS RETENTION~~

~~1. Client and Financial records shall be retained by CONTRACTOR for a minimum of four (4) years beyond the expiration of this Agreement.~~

#

~~2. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by federal, state or county governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims, or exceptions is completed.~~

~~3. Except for records which relate to litigation or settlement of claims, CONTRACTOR may, in fulfillment of its obligation to retain the records as required by this Agreement, substitute photographs, microphotographs, or other authentic reproductions of such records acceptable to ADMINISTRATOR, after the expiration of two (2) years following termination of this Agreement, unless a shorter period is authorized, in writing, by ADMINISTRATOR.~~

~~C. RECORDS LOCATION All CONTRACTOR's books of accounts and records related to the costs of services, client fees, charges, billings and revenues received shall be made available at one (1) location within the limits of the County of Orange or other local location approved, in writing, by ADMINISTRATOR.~~

III. REPORTS

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

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

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III. SERVICES

A. FACILITY

1. CONTRACTOR shall provide, within a licensed Community Care facility, «NUMBER_OF_BEDS» beds dedicated only for the care of those consumers referred by COUNTY. Such beds shall be located at «TREATMENT_ADDRESS», or any other licensed Community Care facility approved in writing by ADMINISTRATOR.

2. CONTRACTOR's facility shall include the following:

- a. Private or semi-private bedrooms for each consumer
- b. Kitchen area including refrigerator, stove, and sink
- c. Dining area

1 d. Central living area or group room with an appropriate capacity for group meetings,
2 activities or visitors.

3 #

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

6 B. SERVICES

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

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

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

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

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

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

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

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

35 h. Transportation of consumers to essential appointments.

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

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

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

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

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

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

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

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

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

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

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

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

27 c. Maintaining a record of daily occupancy.

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

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

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

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

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

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

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

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

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

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29 C. STAFFING

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

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

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

37 c. A written Code of Conduct for employees, volunteers, interns and Board of Directors

1 which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-
2 resident relationships; prohibition of sexual conduct with residents; and conflict of interest. A copy of
3 the Code of Conduct shall be provided to each resident upon admission and shall be posted in writing in
4 a prominent place in the treatment facility.

5 d. Documentation of employment qualifications and job descriptions which include duties
6 and responsibilities, bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff
7 position.

8 e. A written policy for the use of volunteers and part-time student interns which may
9 augment paid staff. An intern is a person enrolled in an accredited undergraduate or graduate level
10 program in a health care or mental health discipline or a related field.

11 2. CONTRACTOR shall make available to ADMINISTRATOR, upon request, a list of the
12 persons who provide services under this Agreement. This list shall state the name, title, professional
13 degree, license number (if applicable) and job description.

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