

1 AGREEMENT FOR PROVISION OF
2 MENTAL HEALTH OUTPATIENT SERVICES

3 BETWEEN

4 COUNTY OF ORANGE

5 AND

6 «UCNAME»

7 FISCAL YEAR ~~JULY 1, 2008 – JUNE 30, 2009~~ – 2010

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

13
14 **W I T N E S S E T H:**

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Mental Health Outpatient Services described herein to the residents of Orange County; and

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

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

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4 **REFERENCED CONTRACT PROVISIONS**

6 **Term:** July 1, 2009~~8~~ through June 30, 2010~~9~~

9 **Basis for Reimbursement:** Fee-For-Service

11 **Payment Method:** Fee-For-Service

14 **Notices to COUNTY and CONTRACTOR:**

16 COUNTY: County of Orange
 17 Health Care Agency
 18 Contract Development and Management
 19 405 West 5th Street, Suite 600
 20 Santa Ana, CA 92701-4637

21 CONTRACTOR: «LCNAME»
 22 «BUSINESS_ADDRESS»
 23 «BUS_PO_BOX»
 24 «BUS_CITY_STATE_ZIP»

27 **CONTRACTOR's Insurance Coverages:**

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

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	<u>per occurrence</u>	
Professional Liability <u>Insurance</u>		\$1,000,000
	<u>per claims made or</u>	
	<u>per occurrence</u>	
Comprehensive General Liability Insurance		\$1,000,000
Sexual Misconduct		\$1,000,000
	<u>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)		

1 **I. ALTERATION OF TERMS**

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

7
8 **II. ASSIGNMENT OF DEBTS**

9 Unless this Agreement is followed without interruption by another Agreement between the parties
10 hereto for the same services and substantially the same scope, ~~or provided CONTRACTOR has received~~
11 ~~full payment from COUNTY for services rendered under this Agreement,~~ at the termination of this
12 Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on
13 behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately
14 notify by mail each of these persons, specifying the date of assignment, the County of Orange as
15 assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR
16 from or on behalf of said persons, shall be immediately given to COUNTY.

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18 **III. COMPLIANCE**

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

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

23 2. ~~Relative to this Agreement,~~ CONTRACTOR shall ensure that its employees, officers,
24 ~~directors and employees;~~ subcontractors, interns, volunteers, and members ~~and other persons who~~
25 ~~provide behavioral health care services, or who perform billing or coding functions~~ of
26 Board CONTRACTOR; or member of Directors or duly authorized agents, if appropriate,
27 ("Covered CONTRACTOR's medical staff, including physicians ("Covered Individuals") relative to this
28 Agreement Persons") are made aware of HCA's ~~these~~ Policies and Procedures.

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

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

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

36 3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer,
37 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of

1 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this
2 Agreement are made aware of CONTRACTOR's Policies and Procedures.

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

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

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

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

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20 standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct"
21 specified in subparagraph B.3. below.

22 ~~3. HCA CONTRACTOR CODE OF CONDUCT~~ CONTRACTOR and its employees and
23 subcontractors shall:

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

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

29 ~~c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with~~
30 ~~respect.~~

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

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

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

37 ~~g. Bill only for eligible services actually rendered and fully documented and use billing~~

1 ~~codes that accurately describe the services provided.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with,
2 HCA business operations related to this Agreement.

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

8 E. REIMBURSEMENT STANDARDS

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

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

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

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

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

24 1. Such training will be made available~~CONTRACTOR shall use its best effort to encourage~~
25 ~~completion of~~ Covered Individuals~~Persons to complete all Compliance Trainings when offered.~~

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

28 ~~2.3.~~ Such training will be made available to each Covered Individual~~Person~~ annually.

29 ~~3.4.~~ Each Covered Individual attending training shall certify, in writing, attendance at Person
30 ~~completing~~ compliance training ~~shall provide CONTRACTOR with written certification of completion~~
31 ~~of training.~~

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

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

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37 IV. CONFIDENTIALITY

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

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

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

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

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

23 24 **V. CULTURAL COMPETENCY**

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

31 32 **VI. DELEGATION AND ASSIGNMENT**

33 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
34 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
35 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
36 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to
37 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may

1 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
 2 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in
 3 part, without the prior written consent of COUNTY.

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

13 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

14 CONTRACTOR warrants that it shall make its best effort to fully comply~~ies~~ with all federal and
 15 state statutes and regulations regarding the employment of aliens and others and to ensure that ~~all its~~
 16 employees, subcontractors and consultants performing work under this Agreement meet the citizenship
 17 or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain,
 18 from all employees, subcontractors and consultants performing work hereunder, all verification and
 19 other documentation of employment eligibility status required by federal or state statutes and
 20 regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C.
 21 §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall
 22 retain all such documentation for all covered employees, subcontractors and consultants for the period
 23 prescribed by the law. ~~CONTRACTOR shall indemnify, defend with counsel approved in writing by~~
 24 ~~COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions~~
 25 ~~and any other liability which may be assessed against CONTRACTOR or COUNTY or both in~~
 26 ~~connection with any alleged violation of any federal or state statutes or regulations pertaining to the~~
 27 ~~eligibility for employment of any persons performing work under this Agreement.~~

29 **VIII. EXPENDITURE AND REVENUE REPORT**

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

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

37 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and

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

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8 **X. INDEMNIFICATION AND INSURANCE**

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

19 B. CONTRACTOR shall perform only those services authorized by COUNTY, including those
20 services authorized as part of a client's Individual Education Plan (IEP), as set forth in Exhibit A to this
21 Agreement. ~~CONTRACTOR shall not be indemnified from liability, claims, losses, and demands,~~
22 ~~including defense costs and attorney's fees, whether resulting from court action or otherwise, arising out~~
23 ~~of any deviation by CONTRACTOR from COUNTY's authorized services which are then reflected in~~
24 ~~the IEP.~~ Any deviation by CONTRACTOR from COUNTY's authorized services which are then
25 reflected in the IEP shall also constitute a breach of this Agreement by CONTRACTOR and
26 COUNTY's remedy for said breach shall be as specified in Exhibit A to this Agreement.

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

30 D. All insurance policies except Workers' Compensation, Employer's Liability, and Professional
31 Liability shall contain the following clauses:

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

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

36 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)
37 calendar days written notice has been given to Orange County HCA/Contract Development and

1 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

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

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

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12 **XI. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

33 2. If the audit reveals that money is payable from one party to the other, that is,
34 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
35 CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60)
36 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
37 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
2 amount not to exceed the reimbursement due COUNTY.

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

8 9 **XII. LICENSES AND LAWS**

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

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

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

1 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
2 Management;

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

5 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

26 //

27 //

28 //

29 **XIII. LITERATURE AND ADVERTISEMENTS**

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

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

XIV. MAXIMUM OBLIGATION

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

XV. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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28 //

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

32 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
33 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
34 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
35 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
36 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

37 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce

1 or take adverse action against any person for the purpose of interfering with rights secured by federal or
2 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in
3 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by
4 federal or state law.

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

9
10 **XVI. NOTICES**

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

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

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

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

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

29 //

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 **XVII. NOTIFICATION OF DEATH**

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

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

- 2. When faxed, transmission confirmed;
- 3. When sent by electronic mail; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

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

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

XVIII. 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, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.~~

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

~~B. TERMINAL ILLNESS DEATH~~

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

~~2. If there are any questions regarding the cause of death of any person served hereunder who~~

1 ~~was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,~~
2 ~~CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.~~
3 ~~above.~~

4
5 **XV. RECORD MANAGEMENT AND MAINTENANCE**

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

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

12 ~~2. #~~
13 ~~2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS)~~
14 ~~manual.~~

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

17 ~~4.~~ 45 CFR, HIPAA Privacy Rule (Designated Record Set).

18 ~~3.5.~~ State of California, Health and Safety Code §§123100 – 123149.5.

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

21 //

22 //

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

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

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

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

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

37 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

1 security of personally identifiable information (hereinafter "PII") and/or protected health information
2 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
3 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
4 and email or facsimile.

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

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

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

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

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

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

23 //

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

27
28 **XIX. REVENUE**

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

35
36 **XX. SEVERABILITY**

37 If a court of competent jurisdiction declares any provision of this Agreement or application thereof

1 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
2 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
3 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
4 in full force and effect, and to that extent the provisions of this Agreement are severable.

5
6 **XXI. STATUS OF CONTRACTOR**

7 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
8 wholly responsible for the manner in which it performs the services required of it by the terms of this
9 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
10 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
11 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
12 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
13 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
14 subcontractors as they relate to the services to be provided during the course and scope of their
15 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
16 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
17 be COUNTY employees.

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24 **XXII. TERM**

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

30
31 **XXIII. TERMINATION**

32 A. Either party may terminate this Agreement, without cause, upon thirty (30)~~sixty (60)~~ calendar
33 days written notice given the other party.

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

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

3 #

- 4 1. The loss by CONTRACTOR of legal capacity.
- 5 2. Cessation of services.
- 6 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
7 another entity without the prior written consent of COUNTY.
- 8 4. The ~~habitual~~ neglect by any physician or licensed person employed by CONTRACTOR of
9 any duty required pursuant to this Agreement.
- 10 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of
11 this Agreement.
- 12 6. The continued incapacity of any physician or licensed person to perform duties required
13 pursuant to this Agreement.
- 14 7. Unethical conduct or malpractice by any physician or licensed person providing services
15 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
16 removes such physician or licensed person from serving persons treated or assisted pursuant to this
17 Agreement.

18 D. CONTINGENT FUNDING

- 19 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 20 a. The continued availability of federal, state and county funds for reimbursement of
21 COUNTY's expenditures, and
 - 22 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
23 approved by the Board of Supervisors.

24 //

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

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

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

- 31 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
32 is consistent with recognized standards of quality care and prudent business practice.
- 33 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
34 performance during the remaining contract term.
- 35 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
36 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
37 orderly transfer.

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

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

5 ~~6. G. If requested by COUNTY, return in the manner indicated by ADMINISTRATOR~~
6 ~~any equipment and supplies purchased with funds provided by COUNTY.~~

7 #

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

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

16
17 **XXIV. THIRD PARTY BENEFICIARY**

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

20
21 **XXV. WAIVER OF DEFAULT OR BREACH**

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

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

10
11 «UCNAME»

12
13 BY: _____ DATED: _____

14
15
16 TITLE: _____

17
18 BY: _____ DATED: _____

19
20 TITLE: _____

21
22
23
24 COUNTY OF ORANGE

25
26
27 BY: _____ DATED: _____

28 HEALTH CARE AGENCY

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31
32 APPROVED AS TO FORM
33 OFFICE OF THE COUNTY COUNSEL
34 ORANGE COUNTY, CALIFORNIA

35
36 BY: _____ DATED: _____

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If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

EXHIBIT A
TO AGREEMENT WITH
«UCNAME»

FISCAL YEAR ~~JULY 1, 2008 — JUNE 30, 2009~~ 2009 — 2010

I. PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **II. REPORTS**

22
23 CONTRACTOR shall maintain records and make statistical reports as required by
24 ADMINISTRATOR and the California State Department of Mental Health on forms provided by either
25 agency.

26 **III. SERVICES**

27 **A. FACILITIES**

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

30 «FACILITY_NAME»

31 «FACILITY_ADDRESS»

32 «FAC_PO_BOX»

33 «FAC_CITY_STATE_ZIP»

34 2. CONTRACTOR shall obtain the prior written consent of ADMINISTRATOR at least sixty
35 (60) days before terminating services for specific clients at such location(s), and/or before commencing
36 services for such clients at any other location(s).
37

1 #

2 B. MENTAL HEALTH SERVICES

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

5 a. Individual, Group, and Family Therapy

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

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

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

18 4) Services shall include assessment, evaluation, collateral and rehabilitation services
19 and shall include the following:

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

22 b) Medication education and compliance;

23 c) Development of support systems;

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

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

27 b. Crisis Intervention

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

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

34 c. Case Management/Brokerage

35 1) Case management/brokerage services are provided to access medical, educational,
36 social, pre-vocational, rehabilitative, or other needed community services for eligible clients. These
37 services provide for the continuity of care within the mental health system and related social service

1 systems. Services shall include linkage and consultation, placement and plan development.

2 2) Linkage and consultation services include:

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

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

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

9 C. PSYCHOTROPIC MEDICATION SERVICES

10 1. Medication Evaluation and Monitoring

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

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

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

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

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

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