



Revision to ASR and/or Exhibits/Attachments

Date: January 8, 2009

To: Darlene J. Bloom, Clerk of the Board of Supervisors

CC: County Executive Office

From: Julie Poulson, Director, Health Care Agency

RE: Agenda Item(s) # 35 for the 1/13/2009 Board Meeting *per*

ASR Control #(s): 08-002090

Subject: Revise ASR 08-002090 Amendment to Master Agreement - Adult MH

Inpatient Services

Explanation:

The Health Care Agency request to revise Recommended Action #1, Annual Cost (future years), Background Information, Financial Impact, and Attachment A and B of ASR 08-002090.

Revised Recommended Action(s)

Recommended Action #1:

Approve the First Amendment to Master Agreement with various hospital providers for Provision of Adult Mental Health Inpatient Services, increasing funds by \$3,100,000 from \$3,045,999 to \$6,145,999 for the period of July 1, 2008 through June 30, 2009.

Make modifications to the:

Subject Background Information Summary

Revise Annual Cost (future years) to indicate N/A.

Revise Background Information as follows:

On June 17, 2008, your Honorable Board approved the Master Agreement with various hospital providers for adult mental health inpatient services for indigent clients in the amount of \$3,045,999, for the period July 1, 2008 through June 30, 2009, and ~~\$3,045,999 for the period July 1, 2009 through June 30, 2010, for a total aggregate maximum obligation of \$6,091,998.~~

On June 24, 2008, your Board adopted the County's Budget for Fiscal Year 2008-09. Included in the adopted budget is \$3,100,000 annual funding for an additional 13.5 adult mental health inpatient services beds.

The first amendment will increase the funding of the Master Agreement by \$3,100,000 ~~for each of the two fiscal years~~ for a new annual aggregate maximum obligation of \$6,145,999 ~~or \$12,291,998 for the two fiscal years~~. The current bed capacity will increase by up to 4,928 annual bed days for a total aggregate of approximately 9,771 bed days per year. Prior to July 1, 2008, the average utilization was 13 beds per day resulting in lengthy delays in hospital emergency rooms pending inpatient admission. Since the beginning of FY 2008-09, the utilization has been between 18 to 25 beds per day. It is anticipated that the current census will continue throughout the current and next fiscal year as a result of the reduction in other mental health services and downturn in the economy leading to higher unemployment and uninsured individuals. Moreover, the increase in the daily census has significantly decreased the waiting time of clients pending hospital admission and average length of stay in emergency rooms. Participating hospitals will continue to be compensated at \$629 per bed day which includes the seven (7) day supply of medication to clients upon discharge. The increased bed capacity will be used to provide acute psychiatric hospitalization for indigent Orange County adults that cannot be properly treated on an outpatient basis.

The Health Care Agency requests that your Board approve the First Amendment to the Master Agreement as referenced in the Recommended Actions.

Revise first paragraph of Financial Impact as follows:

The Amendment is included in the Health Care Agency's FY 2008-09 Current Budget.

Revised Exhibits/Attachments (attached)

Attachment A. Amendment to Master Agreement for Provision of Adult Mental Health Inpatient Services
Attachment B. Redline Version to Attachment A

Additional Information and/or Correspondence (attached)

FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
ADULT MENTAL HEALTH INPATIENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«Hospital_Organization1»

«Hospital_Business_Name1»

JULY 1, 2008 THROUGH JUNE 30, 2009

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THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of February 2009, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «Hospital_Organization1», a California «Corporation_Status» (CONTRACTOR), whereby the parties agree to amend that certain Agreement for the provision of Adult Mental Health Inpatient Services dated July 1, 2008 (Agreement).

1. Page 3, lines 7 through 9 of the Agreement is amended to read as follows:

“Aggregate Maximum Obligation: \$ 6,145,999”

In all other respects, the terms of the Agreement not specifically changed by this First Amendment shall remain in full force and effect.

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

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4 «Hospital_Organization1»
5 «Hospital_Business_Name1»
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8 BY: _____ DATED: _____
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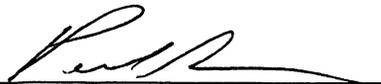
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11 TITLE: _____
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15 COUNTY OF ORANGE
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18 BY: _____ DATED: _____
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20 HEALTH CARE AGENCY
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24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA
27

28
29 BY:  _____ DATED: 10-3-08
30 DEPUTY
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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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.

1 | **AGREEMENT FOR PROVISION OF**
2 | **ADULT MENTAL HEALTH INPATIENT SERVICES**
3 | **BETWEEN**
4 | **COUNTY OF ORANGE**
5 | **AND**
6 | **«Hospital_Organization1»**
7 | **«Hospital_Business_Name1»**
8 | **JULY 1, 2008 THROUGH JUNE 30, ~~2010~~2009**

9 |
10 | THIS AGREEMENT entered into this 1st day of July 2008, which date is enumerated for purposes
11 | of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 | «Hospital_Organization1», «Corporation_Status» (CONTRACTOR). This Agreement shall be
13 | administered by the County of Orange Health Care Agency (ADMINISTRATOR).

14 |
15 | **W I T N E S S E T H:**

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17 | WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
18 | Adult Mental Health Inpatient Services described herein to the residents of Orange County; and

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

21 | NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2008 through June 30, ~~2010~~2009

~~“Period One” means the period from July 1, 2008 through June 30, 2009~~

~~“Period Two” means the period from July 1, 2009 through June 30, 2010~~

Aggregate Maximum Obligation: \$ 6,145,999

~~Period One Aggregate Maximum Obligation: \$3,045,999~~

~~Period One Aggregate Maximum Obligation: \$3,045,999~~

~~TOTAL AGGREGATE MAXIMUM OBLIGATION: \$6,091,998~~

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: «Hospital_Organization2»
«Hospital_Business_Name2»
«Address»
«City_State_Zip»

CONTRACTOR’s Insurance Coverage:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000 Per Occurrence \$3,000,000 Aggregate
Sexual Misconduct	1,000,000
Comprehensive General Liability Insurance	\$5,000,000
Comprehensive Automobile Liability Insurance,)	\$1,000,000

1 covering the owned, non-owned and hired) (Combined Single Limit)
2 automobile hazards, including any COUNTY-)
3 loaned vehicles)

3 **I. ALTERATION OF TERMS**

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

10 **II. COMPLIANCE**

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

13 1. CONTRACTOR may adopt HCA's Compliance Program or establish its own. If
14 CONTRACTOR has established its own Compliance Program, CONTRACTOR shall acknowledge
15 existence of HCA's Compliance Program and shall provide certification to ADMINISTRATOR that
16 CONTRACTOR shall operate its own Compliance Program and shall ensure that its employees,
17 subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agent, if
18 appropriate, ("Covered Individuals") are made aware of CONTRACTOR's Compliance Program
19 policies and procedures.

20 2. If CONTRACTOR elects to adopt HCA's Compliance Program, ADMINISTRATOR shall
21 provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Office
22 of Compliance. CONTRACTOR shall ensure that Covered Individuals relative to this Agreement are
23 made aware of these Policies and Procedures.

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

26 1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the
27 option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that
28 CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph
29 B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for
30 review and comparison to federal, state and county standards by the HCA Compliance Officer.

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

36 3. HCA CONTRACTOR CODE OF CONDUCT - CONTRACTOR and its employees and
37 subcontractors shall:

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

3 b. Use their best efforts to conduct themselves honestly, fairly, courteously and with a
4 high degree of integrity in their professional dealings related to this Agreement and avoid any conduct
5 that could reasonably be expected to reflect adversely upon the integrity of CONTRACTOR and/or
6 COUNTY.

7 c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with
8 respect.

9 d. Not engage in any activity in violation of this Agreement, nor engage in any other
10 conduct which violates any applicable law, regulation, rule or guideline.

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

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

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

17 h. Act promptly to investigate and correct problems if errors in claims or billings are
18 discovered.

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

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

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

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

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

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

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

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

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

9 3. CONTRACTOR shall screen all current Covered Individuals annually unless otherwise
10 authorized in writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

14 5. In addition to screening organizations and vendor under subcontract, CONTRACTOR shall
15 also request that its subcontractors use their best efforts to verify that they are eligible to participate in
16 all federal and State of California health programs and have not been excluded or debarred from
17 participation in any federal or state health care programs, and to further represent to CONTRACTOR
18 that they do not have any Ineligible Person in their employ or under contract.

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

25 D. REIMBURSEMENT STANDARDS

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

31 2. CONTRACTOR shall not submit false, fraudulent, inaccurate or fictitious claims for
32 payment or reimbursement of any kind.

33 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
34 fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes
35 that accurately describe the services provided.

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

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3 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
4 and Provider Compliance Training, where appropriate, available to Covered Individuals.

5 1. CONTRACTOR shall use its best efforts to encourage attendance at Compliance Training
6 by Covered Individuals.

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

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

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

13
14 **III. CONFIDENTIALITY**

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

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

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

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

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

37 C. However, COUNTY understands and agrees if CONTRACTOR is a public institution, it is

1 subject to the provisions of the California Public Records Act. In the event CONTRACTOR is a public
2 institution and receives a request to produce this Agreement, or identify any term, condition, or aspect
3 of this Agreement, CONTRACTOR will contact COUNTY within one (1) business day to advise of
4 such request to release this information.

5
6 **IV. DELEGATION AND ASSIGNMENT**

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

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

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

28
29 **V. EMPLOYEE ELIGIBILITY VERIFICATION**

30 CONTRACTOR warrants that it makes best effort to fully comply with all federal and state statutes
31 and regulations regarding the employment of aliens and others and that all its employees performing
32 work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes
33 and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all
34 verification and other documentation of employment eligibility status required by federal or state
35 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
36 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR
37 shall retain all such documentation for all covered employees for the period prescribed by the law.

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VI. EXPENDITURE AND REVENUE REPORT

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

VII. FACILITIES, PAYMENTS AND SERVICES

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

VIII. INDEMNIFICATION AND INSURANCE

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

B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Each party agrees to provide the indemnifying party with written notification of any claim

1 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
2 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
3 each party shall cooperate with the indemnifying party in its defense.

4 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-
5 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
6 insurance covering its operations placed with reputable insurance companies in amounts as specified on
7 Page 3 of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide
8 evidence of such insurance.

9 E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with
10 reputable insurance companies licensed to do business in the State of California which insures the perils
11 of bodily injury, medical, professional liability, and property damage. Upon request by
12 CONTRACTOR, COUNTY shall provide evidence of such insurance.

13 14 **IX. INSPECTIONS AND AUDITS**

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

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

26 a. Level and quality of care, including the necessity and appropriateness of the services
27 provides.

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

29 c. Compliance with COUNTY Client Grievances Procedures.

30 d. Financial records when determined necessary to protect public funds,

31 2. COUNTY may provide CONTRACTOR with at least seventy-two (72) hour notice of such
32 inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be
33 made in those situations where arrangement of an appointment beforehand is not possible or
34 inappropriate due to the nature of the inspection or evaluation.

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

1 | evaluation or monitoring.

2 | C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
3 | services.

4 | D. AUDIT RESPONSE

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

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

17 |
18 | **X. LICENSES AND LAWS**

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

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

- 31 | 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
32 | 2. State of California Health and Safety Code, Sections 1250 et seq.;
33 | 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to
34 | Child Abuse Reporting;
35 | 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
36 | 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
37 | 6. United States Code (U.S.C.A.) Title 42;

- 1 7. Federal Social Security Act, Title XVIII and Title XIX;
- 2 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.);
- 3 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
- 4 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
- 5 sections 1251 et seq.);
- 6 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 7 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 8 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 9 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 10 15. Orange County Medi-Cal Mental Health Managed Care Plan;
- 11 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 12 Management.

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

15 C. CONTRACTOR shall at all times be capable and authorized by the State of California to
16 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
17 terms of this Agreement.

18 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

21 a. In the case of an individual contractor, his/her name, date of birth, Social Security
22 number, and residence address;

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

26 c. A certification that CONTRACTOR has fully complied with all applicable Federal and
27 State reporting requirements regarding its employees;

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

30 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
31 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all Federal and State employee reporting
32 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
33 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
34 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
35 grounds for termination of this Agreement.

36 3. It is expressly understood that this data will be transmitted to governmental agencies
37 charged with the establishment and enforcement of child support orders, or as permitted by

1 Federal and/or State statute.

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4 **XI. LITERATURE AND ADVERTISEMENTS**

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

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

14
15 **XII. MAXIMUM OBLIGATION**

16 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
17 agreements for Adult Mental Health Inpatient Services during Period One and Period Two of this
18 Agreement are as specified on Page 3 of this Agreement. This specific Agreement with
19 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation
20 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a
21 fraction of this Aggregate Maximum. This maximum shall not apply to payments for specialized
22 services provided for in subparagraph II.D of Exhibit A to this Agreement.

23
24 **XIII. NONDISCRIMINATION**

25 **A. EMPLOYMENT**

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

35 2. All solicitations or advertisements for employees placed by or on behalf of
36 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
37 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,

1 national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability.
2 Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

8 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
9 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
10 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
11 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
12 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
13 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
14 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
15 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
16 regulations, as all may now exist or be hereafter amended or changed.

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

- 19 a. Denying a client or potential client any service, benefit, or accommodation.
- 20 b. Providing any service or benefit to a client which is different or is provided in a
21 different manner or at a different time from that provided to other clients.
- 22 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
23 by others receiving any service or benefit.
- 24 d. Treating a client differently from others in satisfying any admission requirement or
25 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
26 any service or benefit.
- 27 e. Assignment of times or places for the provision of services.

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

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

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

1 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
2 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
3 damage to any COUNTY property in possession of CONTRACTOR.

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

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

9
10 **XV. NOTIFICATION OF DEATH**

11 **A. NON-TERMINAL ILLNESS DEATH**

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

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

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

23 **B. TERMINAL ILLNESS DEATH**

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

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

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6 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 11 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records
12 by outpatient medical facilities.
- 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 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 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
22 preparation, and confidentiality of records related to participant, client and/or patient records are met at
23 all times.

24 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
25 definition of medical records and identified this new record set as a Designated Record Set (DRS).
26 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

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

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

8 I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
9 may provide written approval to CONTRACTOR to change the record location criteria.

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

12
13 **XVII. REVENUE**

14 A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
15 clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their
16 estates and responsible relatives, according to their ability to pay as determined by the State Department
17 of Mental Health's "Uniform Method of Determining Ability to Pay" (UMDAP) procedure, and in
18 accordance with Title 9 of the California Code of Regulations, or CONTRACTOR's standard policy.
19 No client shall be denied service because of inability to pay.

20 B. THIRD-PARTY REVENUE - CONTRACTOR shall make every reasonable effort to obtain all
21 available third-party reimbursement for which persons served hereunder may be eligible. Charges to
22 insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

23 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
24 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically
25 provide for the identification of delinquent accounts and methods for pursuing such accounts.

26
27 **XVIII. SEVERABILITY**

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

33
34 **XIX. STATUS OF CONTRACTOR**

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

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

9
10 **XX. TERM**

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

16
17 **XXI. TERMINATION**

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

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

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

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

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

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6 **D. CONTINGENT FUNDING**

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

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

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

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

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

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

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

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

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

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

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

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

33
34 **XXII. THIRD PARTY BENEFICIARY**

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

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XXIII. WAIVER OF DEFAULT OR BREACH

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

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

3
4 «Hospital_Organization1»

5 «Hospital_Business_Name1»

6
7
8 BY: _____

DATED: _____

9
10 TITLE: _____

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14
15 COUNTY OF ORANGE

16
17
18 BY: _____

DATED: _____

19 HEALTH CARE AGENCY

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21
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24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28 BY:  _____

DATED: 4-11-08

29 DEPUTY

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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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.

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

«Hospital_Organization1»
«Hospital_Business_Name1»

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

Attachment B. Redline Version to Attachment A

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

EXHIBIT A
TO AGREEMENT WITH
«Hospital_Organization1»
«Hospital_Business_Name1»

JULY 1, 2008 THROUGH JUNE 30, 2010

I. DEFINITIONS

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

A. For payment purposes, “Mental Health Inpatient Services” means all services required by this Agreement except Computerized Tomography Scan Testing Services and Medical Services.

B. “Unit of Service” means one (1) calendar day during which CONTRACTOR provides all of the Mental Health Inpatient Services described hereunder, which day shall begin at twelve o’clock midnight. The number of billable Units of Service shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day.

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

D. “National Provider Identifier” (NPI) means the standard unique health identifier that was adopted by the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers.

E. “Notice of Privacy Practices (NPP)” is a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provided as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. “Protected Health Information (PHI)” is individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity, and relates to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual.

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

II. CONTRACTOR’S RESPONSIBILITIES

A. FACILITY

1. Services shall be provided within a designated licensed locked acute unit and shall include space for dining; occupational therapy; day, group, and visitor rooms; and a seclusion room.

1 2. CONTRACTOR may provide acute psychiatric inpatient services at any other location
2 approved, in writing and in advance, by ADMINISTRATOR.

3 B. ADMISSION CRITERIA AND PROCEDURES

4 1. Persons To Be Served – Services shall be provided to only those persons referred by the
5 COUNTY’s Outpatient Evaluation and Treatment Services Unit (ETS). Unless otherwise approved by
6 ADMINISTRATOR, such persons shall be experiencing acute psychiatric disorders and hospitalized
7 pursuant to W&I Code Sections 5150, 5250, 5300, 5350, 5358, and 6000, as now in existence or as
8 hereafter amended. At its sole discretion, COUNTY shall make referrals based upon the age of the
9 patient, the relative geographic proximity of the hospital to the residence of the patient’s family, the
10 availability of beds, and the appropriateness of the treatment milieu.

11 a. Through COUNTY’s ETS, COUNTY shall screen and determine appropriateness of
12 referrals for admission of COUNTY patients to CONTRACTOR’s locked unit. COUNTY shall, at the
13 time of admission, provide initial treatment authorization. CONTRACTOR shall not refuse admissions
14 from COUNTY’s ETS.

15 b. COUNTY may conduct periodic treatment reviews at any time during the course of a
16 COUNTY patient’s hospitalization.

17 c. If COUNTY does not approve CONTRACTOR’s request for extended treatment,
18 CONTRACTOR shall be responsible for effecting the appropriate transfer and/or discharge of the
19 COUNTY patient. In any case, if CONTRACTOR elects to provide inpatient treatment without the
20 express authorization of COUNTY, CONTRACTOR shall assume responsibility for the cost of such
21 treatment.

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

24 e. Primary criteria for continued treatment within the acute inpatient setting shall include,
25 but not be limited to, the medical necessity of hospitalization within a secure acute medical setting as
26 reflected within the medical record. COUNTY’s Director of Behavioral Health or designee may
27 determine a COUNTY patient no longer meets this primary criteria and request that CONTRACTOR
28 discharge the COUNTY patient to a facility appropriate to the COUNTY patient's treatment
29 requirements.

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

32 C. PSYCHIATRIC AND ANCILLARY SERVICES

33 1. CONTRACTOR shall provide acute hospital inpatient psychiatric and support services,
34 including appropriate care and treatment, recreational, and occupational therapy, as specified herein to
35 COUNTY patients with mental, emotional, or behavioral disorders.

36 2. CONTRACTOR shall provide services in collaboration with COUNTY’s Director of
37 Behavioral Health or designee.

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

3 a. A psychiatric evaluation, within twenty-four (24) hours of admission, by a licensed
4 psychiatrist which shall include a psychiatric history, diagnosis, and evaluation in accordance with the
5 Diagnostic and Statistical Manual, Volume Four (DSM IV-TR).

6 b. Medical history and physical examination of each COUNTY patient within twenty-four
7 (24) hours of admission.

8 c. Case staffing of each new COUNTY patient within twenty-four (24) hours of
9 admission.

10 d. A log for the case staffing which list the COUNTY patient's name, diagnosis, and
11 estimated length of stay.

12 e. Individual treatment plan (ITP) for each COUNTY patient.

13 f. Psychiatric, psychological, and social services compatible with the ITP.

14 g. Appropriate collateral therapy and interventions for each COUNTY patient.

15 h. Appropriate one-on-one COUNTY patient-to-staff counseling as appropriate to the
16 diagnosis and ITP.

17 i. Documentation of COUNTY patient's attendance/participation in collateral therapy
18 including schedule of therapies, attendance log, and medical record progress notes.

19 j. Daily rounds and progress notes by psychiatrists on all COUNTY patients.

20 k. Discharge planning, continuing care planning, and referral services. COUNTY shall
21 provide such assistance, as COUNTY deems necessary, to assist providers' Social Services staff to
22 initiate, develop and finalize discharge planning and necessary follow-up services.

23 l. For COUNTY patients who are being referred at discharge to a Skilled Nursing Facility
24 (SNF), CONTRACTOR shall document in the medical record at least four (4) SNF contacts daily,
25 Monday through Friday, until the patient is either discharged or no longer requires SNF level of care.

26 m. For COUNTY patients waiting for long term care placement, CONTRACTOR shall
27 document in the medical record contact with the COUNTY's Long-Term Care (LTC) Unit at least once
28 every seven (7) days until the patient is either discharged or no longer requires long-term care.

29 n. CONTRACTOR shall arrange a specific date and time for an aftercare appointment for
30 any patient referred at discharge to a COUNTY outpatient clinic. CONTRACTOR shall fax to the
31 County outpatient clinic at the time of discharge the ABC Hospital Discharge Referral Form or the
32 hospital's aftercare plan, the initial psychiatric evaluation, history and physical examination report,
33 recent lab studies, medication list, and any medical consults.

34 o. COUNTY patients shall be discharged with seven (7) days of medications. This
35 includes psychiatric medications and other medications needed to treat concurrent medical conditions.

36 p. On-call psychiatric and medical specialist coverage twenty-four (24) hours per day,
37 seven (7) days per week.

1 4. CONTRACTOR shall provide all ancillary services necessary for the evaluation and
2 treatment of psychiatric conditions, including:

3 a. Initial laboratory services consistent with CONTRACTOR's usual and customary
4 hospital admitting protocol.

5 b. Additional laboratory and diagnostic services when necessary for the initiation and
6 monitoring of psychiatric medication treatments.

7 c. Pharmaceutical services.

8 d. A conflict resolution process may be initiated by either party to this Agreement in the
9 event of a disagreement between CONTRACTOR and ADMINISTRATOR regarding the
10 appropriateness of proposed laboratory and/or diagnostic services. ADMINISTRATOR's designated
11 psychiatrist will review said proposed services and render a decision that will be binding on both
12 parties.

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

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

21 b. COUNTY will provide hearing officers for probable cause hearings for COUNTY
22 patients only.

23 **D. MEDICAL AND ECT SERVICES**

24 1. CONTRACTOR shall provide or cause to be provided all Health Care Services deemed
25 appropriate according to usual and customary hospital practices without regard for payer status. This
26 includes physician or other professional services required by COUNTY patients and escort of such
27 COUNTY patients to and from medical treatment. A conflict resolution process may be initiated by
28 either party to this Agreement in the event of a disagreement regarding the appropriateness of rendering
29 urgent health care services. ADMINISTRATOR's designated psychiatrist will review proposed medical
30 services and render a decision that will be binding on both parties.

31 2. INPATIENT ELECTRO-CONVULSIVE THERAPY – CONTRACTOR may cause to be
32 provided Electro-Convulsive Therapy, herein referred to as "ECT" to COUNTY referred patients with
33 the prior approval of COUNTY. Such approval shall be documented in the COUNTY patient's medical
34 record. Such requests are expected to be infrequent.

35 3. OUTPATIENT ELECTRO CONVULSIVE THERAPY – CONTRACTOR may cause to be
36 provided ECT services on an outpatient basis to COUNTY patients. Such requests are expected to be
37 infrequent.

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2 4. COMPUTERIZED TOMOGRAPHY SCAN TESTING (CT) - CONTRACTOR may, as
3 part of the diagnosis and evaluation of a COUNTY patient's psychiatric condition, authorize necessary
4 CT. CONTRACTOR shall receive approval of ADMINISTRATOR before such testing, and document
5 this approval in the patient's medical record. The parties expect that testing will be infrequent.

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

11 E. SUPPORT SERVICES - CONTRACTOR shall provide those services required of general acute
12 care hospitals which shall at a minimum include, but not be limited to, the following:

13 1. Direct Services – including a therapeutic milieu; room and dietetic services; nursing
14 services, including drug administration and patient care; and a patient activity program including
15 OT/RT services.

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

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

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

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

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

34 H. CLINICAL CARE STANDARDS

35 1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, the overall
36 goal of which is the maintenance of high quality patient care and effective utilization of services
37 offered. This plan shall include utilization review, peer review, and medication monitoring as mandated

1 by the
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3 State Department of Mental Health. CONTRACTOR shall adhere to the standards set forth in Title 9 of
4 the California Code of Regulations.

5 2. CONTRACTOR shall allow ADMINISTRATOR to take part in utilization review
6 activities.

7 I. STAFFING

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

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

13 J. NPI – All HIPAA covered healthcare providers, individuals and organizations must obtain an
14 NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals
15 for life.

16 K. NPP - CONTRACTOR shall provide, upon request, the NPP for the County of Orange, as the
17 Mental Health Plan, to any individual who received services under this Agreement.

18
19 **III. COUNTY'S RESPONSIBILITIES**

20 A. ADMINISTRATOR shall:

21 1. Assist CONTRACTOR's social services staff to initiate, develop, and finalize discharge
22 planning, necessary follow-up services, and placement as necessary.

23 2. Conduct a financial evaluation of each patient, including application of uniform method for
24 determining ability to pay (UMDAP) to patients.

25 3. Provide necessary patient transportation between the facility and another mental health
26 facility or a health facility in accordance with COUNTY's Medical Transportation Contract.

27 4. Review the quantity and quality of services provided pursuant to this Agreement.

28 5. Review CONTRACTOR's procedures for Utilization Review, Peer Review, and Medication
29 Monitoring of patients who are provided services pursuant to this Agreement.

30 B. COUNTY may choose to provide the psychiatric services set forth in Section II, Paragraph.C.3.
31 of this Exhibit A. COUNTY psychiatrists providing such services at CONTRACTOR's facility shall
32 file an application with CONTRACTOR for staff membership, meet the requirements set by
33 CONTRACTOR for its own medical staff, adhere to all necessary rules and regulations of
34 CONTRACTOR, and stipulate in writing, on a case-by-case basis, that the psychiatrist is assuming
35 responsibilities set forth in Section II.

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3 **IV. ISSUE RESOLUTION**

4 For resolution of issues between CONTRACTOR and COUNTY with respect to the implementation
5 and operation of this Agreement or COUNTY's policies and procedures regarding services described
6 herein, the following sequential steps shall apply:

7 A. CONTRACTOR shall routinely utilize all informal communication processes and methods with
8 COUNTY program and administrative staff including, but not limited to, telephone contact, Facsimile
9 Machine (FAX), written correspondence and meetings, to resolve any issues or problems regarding the
10 implementation and operation of this Agreement or COUNTY's policies and procedures regarding
11 services described herein.

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

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

21 D. The rights and remedies provided by this paragraph are in addition to those provided by law to
22 either party.

23
24 **V. PATIENT'S RIGHTS**

25 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
26 poster as well as the Orange County HCA Mental Health Plan Complaint and Grievance poster in
27 locations readily available to patients and staff and have complaint forms and complaint envelopes
28 readily accessible to patients

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

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

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

35 C. Complaint Resolution and Grievance Process - COUNTY shall implement complaint and
36 grievance procedures that shall include the following components:

37 1. *Complaint Resolution.* This process will specifically address and attempt to resolve client

1 provide such information as is required by ADMINISTRATOR. Billings are due the tenth (10th)
2 //
3 working day of each month, and payments to CONTRACTOR should be released by COUNTY no later
4 than twenty-one (21) calendar days after receipt of the correctly completed billing form.

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

7 a. Approve the claim if medical necessity criteria are present for the requested
8 reimbursement period.

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

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

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

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

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

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

27 G. If any reimbursement due the COUNTY is not paid by CONTRACTOR in accordance with
28 subparagraph F. above, the ADMINISTRATOR shall reduce CONTRACTOR's payment by an amount
29 not to exceed the amount to be reimbursed.

30 H. Following notification from ADMINISTRATOR that any client served under this contract has
31 become eligible for Medi-Cal, CONTRACTOR agrees to submit retroactive Medi-Cal Treatment
32 Authorization Requests (TARs) to ADMINISTRATOR for review. Further, CONTRACTOR agrees to
33 submit hospital claims to EDS and upon receipt of payment, will make best efforts to refund the
34 COUNTY within sixty (60) days for the total amount previously paid for bed day stay less payment
35 made for professional services during the Medi-cal eligibility period.

36 I. HEALTH CARE SERVICES - CONTRACTOR shall provide or cause to be provided any
37 Health Care Services with COUNTY approval, including physician or other professional services,

1 required by COUNTY patients and escort such COUNTY patients to and from medical treatment.
2 "Health Care Services" means any preventive, diagnostic, treatment, or supportive services, including
3 professional services, which may be medically necessary to protect life, prevent significant disability,
4 and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.

5 1. When health care services are provided to any COUNTY patients who do not have
6 Medi-Cal insurance coverage, CONTRACTOR shall notify COUNTY Mental Health Inpatient Services
7 of the request for medical services and provide supporting documentation substantiating the clinical
8 need for such services. Physician providers shall first bill the cost of such services to COUNTY's MSI
9 program. If a denial of payment is received from MSI, the hospital may bill to COUNTY, on behalf of
10 the physician, for the services rendered. COUNTY shall reimburse physician services at a rate
11 equivalent to Medi-Cal rates for such services.

12 2. When Health Care Services are provided to any COUNTY patient who does not have
13 medical insurance coverage, hospital providers shall bill the cost of such services to COUNTY's
14 Medical Services for Indigents (MSI) program.

15 J. OUTPATIENT ELECTRO-CONVULSIVE THERAPY - CONTRACTOR may cause to be
16 provided ECT services on an outpatient basis to COUNTY referred patients. Such requests are expected
17 to be infrequent and shall be reimbursed as follows:

- 18 1. Hospital Services: \$100 per visit
- 19 2. Physician Services: \$90 per visit
- 20 3. Ancillary Services: As negotiated in writing between CONTRACTOR and COUNTY.
- 21 4. Any Other Services: As negotiated in writing between CONTRACTOR and COUNTY.

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

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

26
27 **VII. REPORTS**

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

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