

**CONTRACTOR Information****Contract: Aurora Behavioral Healthcare - Santa Rosa, LLC****Name: Susan Rose****Title: Interim Chief Executive Officer****Address (Street): 1287 Fulton Rd****City, State ZIP: Santa Rosa, CA 95401****Program Name: Acute Inpatient Psychiatric Hospital Services and Professional Services  
Associated with Acute Hospitalizations****Additional Exhibits:****Exhibit A Description of Services – Aurora Santa Rosa Hospital****Exhibit B Payment Terms FY 2016-17****Exhibit C Additional Agreement Requirements****Contract MAX: \$50,000****Contract Max: Fifty Thousand Dollars****Contract Start Date: July 1, 2016****Contract End Date: June 30, 2017****Contract BOS Date:**

**This amount is contingent upon funding availability through the State of California for mental health services. COUNTY will notify CONTRACTOR within 15 business days if funding through the State of California is no longer available. CONTRACTOR will not be obligated under this contract to provide services without payment by the COUNTY.**

**AGREEMENT BETWEEN THE COUNTY OF LAKE  
AND AURORA BEHAVIORAL HEALTHCARE - SANTA ROSA, LLC. FOR ACUTE  
INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL  
SERVICES ASSOCIATED WITH ACUTE HOSPITALIZATIONS FOR FISCAL YEAR  
2016-17**

THIS AGREEMENT is entered into this 1st day of July, 2016, by and between the County of Lake, hereinafter "COUNTY," and Aurora Behavioral Healthcare - Santa Rosa, LLC., hereinafter "CONTRACTOR."

**RECITALS**

**WHEREAS**, the Lake County Behavioral Health Department provides mental health services to residents of Lake County; and

**WHEREAS**, the Board of Supervisors of Lake County has determined that its mental health program requires a program to provide acute inpatient psychiatric hospital services and professional services associated with acute hospitalizations for Lake County residents; and

**WHEREAS**, CONTRACTOR is licensed in the State of California and is qualified and willing to provide said services; and

**WHEREAS**, CONTRACTOR has appropriate staffing and facilities necessary to provide such additional mental health component and desires to enter into this AGREEMENT with COUNTY upon the provisions hereinafter set forth;

**NOW, THEREFORE**, based on the foregoing recitals, it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in **Exhibit A** and CONTRACTOR accepts such engagement on the General Terms and Conditions hereinafter specified in this AGREEMENT. The Additional Provisions are described within the Exhibits, attached hereto and made part of this AGREEMENT by the following reference:

Exhibit A	Description of Services – Aurora Behavioral Healthcare - Santa Rosa, LLC.
Exhibit B	Payment Terms FY 2016-17
Exhibit C	Additional Agreement Requirements
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**I.**  
**CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR shall provide specialty mental health services to clients referred by COUNTY. These services shall be provided pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at CONTRACTOR'S facility, hereinafter called "**FACILITY**", and located at the following address "**1287 Fulton Rd., Santa Rosa, CA 95401.**"

CONTRACTOR shall provide staffing at the FACILITY twenty-four (24) hours per day, seven (7) days per week, and staffing will include all legally required care for clients, all in accordance with laws and regulations outlined in California Code of Regulations (CCR), Title 22, Divisions 2, and 6. The types of services are more fully described in **Exhibit A**, entitled "**Description of Services – Aurora Behavioral Healthcare - Santa Rosa, LLC.**"

CONTRACTOR'S fee for services are outlined, and more fully described in **Exhibit B**, entitled "**Payment Terms FY 2016-17.**"

CONTRACTOR will observe and comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this AGREEMENT, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule. Prior to providing applicable services under this Agreement, CONTRACTOR will have in place a policy on Advanced Directives, as defined by Title 42, Code of Federal Regulations (CFR), Section 422.128; including CPC Sections 4600; 4677; 4678; 4686; 4695; 4730; 4731; 4732; 4740; and 4742. Upon discovery of a reportable breach by CONTRACTOR, the CONTRACTOR must notify COUNTY within 5 working days of the breach by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer, and fulfill the mandated reporting requirements. CONTRACTOR will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

**A. SERVICES TO BE PROVIDED**

CONTRACTOR, in a competent and professional manner, promises to provide the specialized services as described in **Exhibit A**, to Lake County clients certified by licensed staff at Lake County Behavioral Health, as requiring specialty mental health services and who meet the criteria established in, and in accordance with the Lake County Mental Health Plan.

Lake County clients accepted into CONTRACTOR's program by CONTRACTOR without prior authorization by Lake County Behavioral Health may be declared ineligible for funding pursuant to this AGREEMENT. All services must be preauthorized by the Lake County Behavioral Health. There are NO EXCEPTIONS to this preauthorization requirement. This includes notification to COUNTY within 24 hours of admittance in an emergency situation.

## B. BILLING AND SUPPORTING DOCUMENTATION

CONTRACTOR shall bill COUNTY on or before the tenth (10) working day of the month following the month in which specialty mental health services were provided to the client. CONTRACTOR shall use an approved form for billing the COUNTY for specialty mental health services provided under this AGREEMENT. All billing forms, including supporting documentation, shall clearly reflect client names, number of client days, types of services, and corresponding rates, as well as the NPI numbers of staff who provided the service. ALL SUPPORTING DOCUMENTATION MUST ACCOMPANY THE APPROVED BILLING FORM OR SERVICE(S) MAY BE DENIED. Supporting documentation will include all progress notes, treatment/client plans and assessments.

CONTRACTOR shall submit a bill for services provided to the COUNTY for payment in accordance with the provisions of this AGREEMENT. COUNTY shall not be obligated to pay CONTRACTOR for services provided which are the subject of any bill if CONTRACTOR submits such bill to COUNTY more than ninety days (90) after the date CONTRACTOR provides the services, or more than ninety (90) days after this AGREEMENT terminates, whichever is earlier.

The contracting parties shall be subject to the examination and audit of the Department of Health Care Services (DHCS) or Auditor General for any contract in excess of \$10,000 which utilizes state funds for a period of three years after final payment under contract; the CONTRACTOR shall also be subject to the examination and audit of DHCS and the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

CONTRACTOR agrees that if CONTRACTOR's costs do not meet the contracted rate agreed upon in **Exhibit B**, which is being billed to COUNTY, that CONTRACTOR will be required to reimburse COUNTY the difference.

CONTRACTOR will be obligated to reimburse COUNTY for any claims subsequently denied for payment by the State of California due to violations of applicable rules and regulations.

## C. LICENSES AND PERMITS

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by COUNTY. CONTRACTOR AND COUNTY shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three years.

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#### D. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this AGREEMENT in accordance with industry and/or professional standards applicable to CONTRACTOR's services. CONTRACT shall be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the CONTRACTOR under this CONTRACT. It is the policy of COUNTY that contracted providers will provide all clients with information concerning their rights under California state law regarding Advance Medical Directives at the first face-to-face contact for services, and thereafter upon request by a client.

CONTRACTOR will assure that each client has adequate information about the CONTRACTOR's problem resolution processes by including information describing the grievance, appeal, and expedited appeal processes in the CONTRACTOR's beneficiary booklet and providing the beneficiary booklet to beneficiaries. CONTRACTOR will post notices explaining grievance, appeal, and expedited appeal process procedures in locations at all CONTRACTOR provider sites. Notices shall be sufficient to ensure that the information is readily available to both clients and provider staff. The posted notice shall explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to CCR, Title 9, and Section 1850.210. A Contractor provider site means any office or facility owned or operated by the CONTRACTOR at which clients may obtain specialty mental health services.

#### E. REPORTING

CONTRACTOR agrees to provide COUNTY with any reports which may be required by State or Federal agencies for compliance with this AGREEMENT.

CONTRACTOR shall submit a year-end program summary in a format to be provided by COUNTY.

Failure to provide reports in a timely fashion will constitute a material breach of the contract and grounds for termination as defined under "Section IV Due Performance Default."

#### F. PATIENT RECORDS/CONFIDENTIALITY

Clinical records of each client served at the FACILITY shall be the property of COUNTY and shall be kept at least seven (7) years or in the case of a minor, record retained until the minor is 25 years of age. All information and records obtained in the course of providing services under this AGREEMENT shall be confidential and CONTRACTOR shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code (W&I), and Title 45, and CFR, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this AGREEMENT. Clinical records shall contain sufficient detail to make possible an evaluation by

COUNTY's Behavioral Health Director or designee, or DHCS and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967 (MHSA), as amended.

CLIENT'S rights shall be assured pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100(b)(1) and, (b)(2). Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse treatment.

ALL expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

#### G. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES (CLAS) STANDARDS

To ensure equal access to quality care by diverse populations, each services provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Services (CLAS) national standards.

The Standards are a comprehensive series of guidelines that inform, guide, and facilitate practices related to culturally and linguistically appropriate services. The 15 CLAS Standards are contained within the following areas: 1) Principal; 2) Governance, Leadership, and Workforce; 3) Communication and Language Assistance; and 4) Engagement, Continuous Improvement and Accountability.

CONTRACTOR will implement CLAS Standards and provide evidence to COUNTY as requested in regards to all CLAS Standards trainings, including but not limited to, proof of attendance and training agendas to ensure 100% compliance with each of the CLAS Standards.

#### H. INSPECTION BY COUNTY

CONTRACTOR AGREES to extend to COUNTY or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this AGREEMENT.

#### I. VOTER REGISTRATION

CONTRACTOR is to make voter registration materials available in their facility and assist individuals in completing the materials if requested.

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## II. COUNTY'S RESPONSIBILITIES

COUNTY shall pay CONTRACTOR for clients approved for acute inpatient psychiatric hospital services and professional services associated with acute hospitalizations per the rate schedule outlined in **Exhibit B**.

COUNTY shall pay CONTRACTOR on a monthly basis, in arrears for acute inpatient psychiatric hospital services and professional services associated with acute hospitalizations provided to clients authorized by Lake County Behavioral Health Director or Designee, placed in the CONTRACTOR's facility.

COUNTY clients who are able to pay for acute inpatient psychiatric hospital services and professional services associated with acute hospitalizations from other public or private resources are not billable under this AGREEMENT.

COUNTY shall not provide reimbursement for date of discharge from facility.

TOTAL REIMBURSEMENT by COUNTY payable under the terms and conditions of this AGREEMENT shall not exceed **\$50,000.00 (Fifty Thousand Dollars)**. This amount is contingent upon funding availability through the State of California for mental health services. COUNTY will notify CONTRACTOR within 15 business days if funding through the State of California is no longer available. CONTRACTOR will not be obligated under this contract to continue to provide services without payment by the COUNTY.

Monthly payment may vary based on actual billed client days for specialty mental health services.

CONTRACTOR and COUNTY shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this AGREEMENT. Should such issues arise, COUNTY shall still be obligated to pay CONTRACTOR on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as AGREED by the two representatives, shall be paid to CONTRACTOR immediately after the AGREEMENT is reached by the two representatives.

COUNTY will monitor CONTRACTOR is adhering to the National CLAS standards by requesting evidence of CLAS Standards training, including but not limited to, proof of attendance and training agendas to ensure 100% compliance with each of the CLAS Standards. CONTRACTOR will provide evidence of compliance to COUNTY at a minimum annually.

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### **III.** **TERM**

This AGREEMENT shall commence on the date hereinabove entered into and shall terminate on June 30, 2017, unless earlier terminated as hereinafter provided.

### **IV.** **DUE PERFORMANCE - DEFAULT**

Each party to this AGREEMENT undertakes the obligation that the other's expectation of receiving the performance due under the terms of this AGREEMENT will not be impaired. Upon the occurrence of any default of the provisions of this AGREEMENT, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable AGREEMENT provision and shall demand that the party in default perform the provisions of this AGREEMENT within the applicable time period. No such notice shall be deemed a termination of this AGREEMENT, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

### **V.** **TERMINATION**

This AGREEMENT may be terminated as follows:

- A. By mutual written consent of both parties with sixty (60) day written notice to the other party.

Upon termination prior to the full and satisfactory completion of CONTRACTOR'S performance under this AGREEMENT, COUNTY shall not be liable to pay CONTRACTOR the total compensation set forth in Section II of this AGREEMENT, but CONTRACTOR shall be paid for actual approved services performed covered by this AGREEMENT.

Upon termination of the AGREEMENT all Protected Health Information provided by Lake County Behavioral Health to CONTRACTOR, or created or received by CONTRACTOR on behalf of COUNTY, is destroyed or returned to COUNTY, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.



Upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall provide an opportunity for CONTRACTOR to cure the breach or end the violation and terminate this AGREEMENT. If CONTRACTOR does not cure the breach or end the violation within the specified time specified by COUNTY, or immediately terminate this AGREEMENT, COUNTY shall notify the CONTRACTOR of termination in accordance with the AGREEMENT between the COUNTY and CONTRACTOR. If COUNTY has breached a material term of this AGREEMENT and cure is not possible, the AGREEMENT will be terminated in accordance with the AGREEMENT between the COUNTY and CONTRACTOR.

## **VI.** **INSURANCE**

CONTRACTOR shall not commence work under this AGREEMENT until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire AGREEMENT.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this AGREEMENT by CONTRACTOR and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONTRACTOR shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, upon himself and his employees at all times during the course of this AGREEMENT, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following

coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.

- C. **Automobile Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- D. **Professional Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONTRACTOR, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this AGREEMENT.
- E. **Subcontractors.** CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONTRACTOR described with particularity herein below.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:
- The COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insured and shall be added in the form of an endorsement to CONTRACTOR's insurance on Form CG 20 10 11 85. CONTRACTOR shall not commence work under this AGREEMENT until he has had delivered to COUNTY the Additional Insured Endorsements required herein.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.
- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses. Insurance coverage required of CONTRACTOR under this AGREEMENT shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this AGREEMENT is provided on a "Claims Made" rather than "occurrence" form, CONTRACTOR agrees to maintain required coverage for a period of three years after the expiration of this AGREEMENT (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONTRACTOR may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this AGREEMENT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this AGREEMENT in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under this AGREEMENT.

## **VII.**

### **INDEMNIFICATION - HOLD HARMLESS**

CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

CONTRACTOR's obligations under this Section shall survive the termination of the AGREEMENT.

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**VIII.**  
**CONTRACTOR'S WARRANTIES**

CONTRACTOR hereby makes the following representations and warranties:

- A. **Standard of Care.** CONTRACTOR represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONTRACTOR or designated subcontractors, in a manner according to generally accepted practices of the specialty mental health profession.
- B. **Non-Discrimination in Employment.** In the performance of the work authorized under this Agreement and consistent with the requirement of applicable Federal or State law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, behavioral disability, medical condition, marital status, or age. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the CONTRACTOR offers services to non-Medi-Cal beneficiaries. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.
- C. **Adherence to Applicable Disability Law.** CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- D. **HIPAA Compliance.** CONTRACTOR will adhere to Titles 9 and 22, Title 42 CFR, and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- E. **Safety Responsibilities.** CONTRACTOR will adhere to all applicable CalOSHA requirements in performing work pursuant to this AGREEMENT. CONTRACTOR agrees that in the performance of work under this AGREEMENT, CONTRACTOR will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- a. CONTRACTOR is required to have procedures for reporting unusual occurrences relating to health and safety issues. CONTRACTOR shall report to COUNTY any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or

members of the community. An unusual occurrence shall be reported to the COUNTY in writing (or electronic mail) as soon as possible but no later than three working days of the CONTRACTOR's knowledge of the event. An unusual occurrence is subject to investigation by COUNTY; and, upon request, a copy of the COUNTY's investigation shall be made available to the State Department of Health Care Services, which may subsequently conduct its own investigation.

- F. **Interest of Contractor.** CONTRACTOR hereby covenants that he has, at the time of the execution of this AGREEMENT, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. CONTRACTOR further covenants that in the performance of this work, no person having such interest shall be employed.

## **IX.** **ASSIGNMENT**

CONTRACTOR shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this AGREEMENT may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this AGREEMENT except for those specifically consented to by both parties or as stated above shall be void.

## **X.** **INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that, in the making and performance of this AGREEMENT, CONTRACTOR is an independent contractor and is not an employee, agent or servant of COUNTY. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONTRACTOR is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents who are engaged in the performance of this AGREEMENT (including without limitation, unemployment insurance, social security, and payroll tax withholding).

## **XI.** **MODIFICATION**

This AGREEMENT may only be modified by a written amendment thereto, executed by both the COUNTY and the CONTRACTOR. However, matters concerning scope of services which do

not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY, and executed by the Lake County Behavioral Health Director.

**XII.**  
**ATTORNEYS FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**XIII.**  
**OWNERSHIP OF DOCUMENTS**

All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to CONTRACTOR hereunder shall become the property of COUNTY. In the event of the termination of this AGREEMENT for any reason whatsoever, CONTRACTOR shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to COUNTY without exception or reservation.

**XIV.**  
**RECORDS - AUDIT**

CONTRACTOR shall maintain on a current basis complete books and records relating to this AGREEMENT, and will make available for inspection, examination, or copying by Lake County Behavioral Health, DHCS, HHS, the Controller General of the United States, and other federal and state agencies or their duly authorized representatives. Such records shall include, but not be limited to, all income and expenditures. CONTRACTOR will permit COUNTY to audit all books, accounts, and/or records relating to this AGREEMENT and/or all accounts or records of any business entities controlled by CONTRACTOR who participated in this AGREEMENT. The inspection shall occur at reasonable times, at the CONTRACTOR's place of business, or at such other mutually agreeable location in California. Costs of copying such records shall be borne by the party (ies) seeking to copy them, and at the rate of \$0.25 per copy. An audit may be conducted on CONTRACTOR's premises, or at COUNTY's option, CONTRACTOR shall provide all books and records within a maximum of fifteen (15) days of CONTRACTOR's receipt of written notice to do so from the COUNTY. CONTRACTOR shall refund any moneys erroneously charged.

**XV.**  
**JURISDICTION AND VENUE**

This AGREEMENT shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this AGREEMENT or performance thereof shall be in Lake County, California.

CONTRACTOR waives any right of removal it might have under California Code of Civil Procedure Section 394.

**XVI.**  
**RESIDENCY**

All independent contractors providing services to COUNTY for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**XVII.**  
**NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this AGREEMENT shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

**XVIII.**  
**SEVERABILITY**

If any provision of this AGREEMENT is held to be unenforceable, the remainder of this AGREEMENT shall be severable and not affected thereby.

**XIX.**  
**NON-APPROPRIATION**

In the event COUNTY is unable to obtain funding at the end of each fiscal year for acute inpatient psychiatric hospital services and professional services associated with acute hospitalizations required during the next fiscal year, COUNTY shall have the right to terminate this AGREEMENT, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this AGREEMENT may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONTRACTOR hereby expressly and irrevocably waives its right to such remedy.

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## XX. NOTICES

All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake  
Behavioral Health Department  
6302 Thirteenth Avenue  
P.O. Box 1024  
Lucerne, CA 95458-1024  
Attn: Kevin L. Thompson, MPA, CATC  
Interim Behavioral Health Director

Aurora Behavioral Healthcare - Santa Rosa, LLC.  
1287 Fulton Road  
Santa Rosa, CA 95401  
Susan Rose  
Interim Chief Executive Officer

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**EXHIBIT A**  
**DESCRIPTION OF SERVICES**  
**Aurora Behavioral Healthcare - Santa Rosa, LLC.**

- a. CONTRACTOR shall provide inpatient beds for clients in a locked 24-hour care FACILITY physically separated from other services provided by the CONTRACTOR.
- b. CONTRACTOR shall provide total board and care for client during stay in FACILITY.
- c. CONTRACTOR shall provide twenty-four (24) hour staffing.
- d. CONTRACTOR shall use resources available to both CONTRACTOR and the COUNTY.

The following services listed under “Included Services” are included in the per diem rates, while services listed under “Non-Covered Services” are excluded from the per diem rates.

**Included Services**

Clinical Laboratory Services  
Dietary Services and Consultations  
Drug Screening  
Educational Services  
Family Therapy  
Group Therapy  
Involuntary Patient Care  
Medical History and Physical Exam (Tech Comp)  
Pharmacy Services  
Psychiatric Nursing Services  
Recreation Services  
Seclusion Room w/Special Observation  
Social Services  
Electroconvulsive Therapy  
Urinalysis

**Non-Covered Services**

Ambulance Services  
Arteriogram  
Biofeedback  
Brain Mapping  
CAT Scans  
Chest X-ray  
Electrocardiography  
Electroencephalography  
Inhalation Therapy  
MRI  
Psychological Testing  
Neurological Testing  
Psychologist Services  
Anesthesiologist  
Speech and Language

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**EXHIBIT B**  
**PAYMENT TERMS FY 2016-17**



**2016/2017 RATE SCHEDULE**

**MEDI-CAL BENEFICIARIES**

<b>ACTIVITY</b>	<b>RATE</b>
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,230/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,255/Day
Per Diem Acute Facility Psychiatric Day Rate (Adolescent)	\$1,364/Day
Administrative Day Services	\$663/Day
Professional Fees – Psychiatry first day	\$127.50/Day
Professional Fees – Psychiatry subsequent days	\$92.80/Day

**COUNTY FUNDED CLIENTS, NON-MEDI-CAL BENEFICIARIES, NO OTHER PAYER SOURCE AVAILABLE**

<b>ACTIVITY</b>	<b>RATE</b>
Per Diem Acute Facility Psychiatric Day Rate (Adult)	\$1,230/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	\$1,255/Day
Per Diem Acute Facility Psychiatric Day Rate (Adolescent)	\$1,364/Day
Administrative Day Services	\$663/Day
Professional Fees – Psychiatry first day	\$127.50/Day
Professional Fees – Psychiatry subsequent days	\$92.80/Day

**\*Physician Fee is due every day patient is in a FACILITY, even on Admin Days and day of discharge, as long as the service are billable to Medi-Cal.**

**EXHIBIT C**  
**ADDITIONAL AGREEMENT REQUIREMENTS**

All clients' admissions must be authorized in writing by the client either personally or on their behalf by client's responsible party and by the Lake County Behavioral Health Department Director or Designee. No services can be authorized nor will admission be permitted if COUNTY has not provided approved in writing for the client's admission together with an AGREEMENT to pay for their services.

CONTRACTOR shall provide COUNTY with access to beds at FACILITIES. It is understood by both CONTRACTOR and COUNTY that due to availability of beds, client's needs, and services available, actual utilization of above FACILITIES will vary. COUNTY may have access to additional beds at the FACILITIES, provided that additional beds are available for use.

At COUNTY requests within ninety (90) days after the close of the fiscal year, CONTRACTOR shall provide COUNTY with an annual Cost Report in the appropriate format for submission to the State of California, Department of Health Care Services for Medi-Cal reimbursement. This Cost Report will establish the final basis upon which CONTRACTOR will be paid for services provided during the term of this AGREEMENT. If CONTRACTOR's costs do not meet the contracted rate, CONTRACTOR will be required to pay back the difference to COUNTY.

**XXI.**  
**ADDITIONAL PROVISIONS**

This AGREEMENT shall be governed by the laws of the State of California. It constitutes the entire AGREEMENT between the parties regarding its subject matter. This AGREEMENT supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this AGREEMENT.

COUNTY and CONTRACTOR have executed this AGREEMENT on the day and year first written above.

COUNTY OF LAKE

AURORA SANTA ROSA HOSPITAL

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
~~Kay Seim~~ SUSAN ROSE  
Executive Director

ATTEST: CAROL J. HUCHINGSON  
Clerk of the Board  
of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

By:  \_\_\_\_\_

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**XXI.**  
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COUNTY and CONTRACTOR have executed this AGREEMENT on the day and year first written above.

COUNTY OF LAKE

AURORA BEHAVIORAL HEALTHCARE  
- SANTA ROSA, LLC

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Susan Rose  
Interim Chief Executive Officer

ATTEST: CAROL J. HUCHINGSON  
Clerk of the Board  
of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

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