

**ORGANIZATIONAL PROVIDER AGREEMENT**

**VENTURA COUNTY BEHAVIORAL HEALTH  
MENTAL HEALTH SERVICES**

**and**

**CASA PACIFICA**

**MHSA CHILDREN'S INTENSIVE RESPONSE TEAM (CIRT)  
(Supersedes Agreement - July 1, 2009 through August 31, 2009)**

**FY 2009-10**

**CHILDRENS MENTAL HEALTH SERVICES  
MEDI-CAL SPECIALTY MENTAL HEALTH CARE**

This Agreement made and entered into as of this 1st day of July 2009, by and between the COUNTY of VENTURA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CASA PACIFICA, a non-profit corporation, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

1. TERM. This Agreement shall be for the term beginning July 1, 2009 and ending June 30, 2010, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2009-10. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties for up to two (2) additional one (1) year periods.

The Director of the Ventura County Behavioral Health (VCBH) Department shall have the authority to approve such extensions. As used in this Agreement, "DIRECTOR" shall mean the Director of Ventura County Behavioral Health Department. DIRECTOR or designee is authorized to take such actions in administering this Agreement on behalf of the COUNTY as may be necessary or appropriate, including, by way of example, but without limitation, agreeing to extensions of this Agreement on behalf of the County (subject to such extensions being for the same or a lesser contract amount), approving non substantive changes, and giving notices of termination

2. NOTICE. Notice shall be deemed to have been served when it is deposited in the United States Mail, registered or certified, postage prepaid, and addressed as follows:

**TO COUNTY**

Meloney Roy, Director  
Behavioral Health Department  
1911 Williams Drive, Suite 200  
Oxnard, CA 93036

**TO CONTRACTOR**

Steve Elson, CEO  
Casa Pacifica  
1722 South Lewis Road  
Camarillo, CA 93012

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

3. **LAWS AND REGULATIONS.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California. CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and County laws and regulations which may include, but are not necessarily limited to, the provisions of the Welfare and Institutions Code (WIC), Division 5, Title 22 and Title 9 of the California Code of Regulations, the applicable provisions of the Health and Safety and Business and Professions Code, Medi-Cal and Medicare requirements, and any other Federal, State, and County, regulations, rules, ordinances, directives, manuals, and guidelines, including California State Department of Mental Health (DMH) Cost Reporting Data Collection Manual, DMH and County policies, procedures, letters, Health Care Finance Administration (HCFA) requirements, information notices, and any amendments or changes thereto which may replace applicable existing laws, statutes, and regulations in carrying out the requirements of this Agreement.
4. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide services in the type and manner described in CONTRACTOR'S program statement attached hereto as Exhibit "A" PROGRAM DESCRIPTION and incorporated herein by this reference.
5. **STATUS OF CONTRACTOR.**
  - A. It is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR will not be entitled to any benefits payable to employees of the COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COUNTY and State harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
  - B. It is further understood and agreed by the parties hereto that, except as otherwise provided, CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
  - C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction,

supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

6. CONFLICT OF INTEREST. CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR acknowledges and agrees to comply with all applicable state and federal laws and regulations governing conflicts of interest, including, but not limited to the Public Reform Act, California Public Contract Code Section 10365.5 and California Government Code Section 1090.
7. NON-DISCRIMINATION IN EMPLOYMENT.
  - A. CONTRACTOR shall not discriminate against any client, employee, applicant for employment, governing board member, applicant for board membership, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of the Equal Opportunity Clause [42 USC 2000(e)]. CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients and volunteers.
  - B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental disability.
  - C. CONTRACTOR will send to each labor union, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of the CONTRACTOR'S commitments under this Equal Opportunity Clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
8. NON-DISCRIMINATION IN SERVICES BENEFITS AND FACILITIES.
  - A. CONTRACTOR'S nondiscriminatory policies shall be in writing, be available to the appropriate persons, shall be posted in a prominent location, be practiced in the admission of clients, be adhered to in the assignment of accommodations or provisions of services, or in any other respect so as not to discriminate because of color, race, creed, national origin, religion, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000; the Age Discrimination Act of 1975 (42 USC 6101); the Rehabilitation Act of 1973 (20 USC 1681); The Americans

with Disabilities Act of 1990 (42 USC 12132); the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12900 et seq.); the regulations promulgated thereunder (Title 2, CCR sec. 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the California Government Code, commencing with section 11135; and rules and regulations promulgated pursuant thereto or as otherwise provided by State or Federal law. CONTRACTOR shall comply with the non-discrimination and program provisions of California Code of Regulations, Title 9, Division 4 Chapter 6. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, or national origin include, but are not limited to, the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, sensory, cognitive, mental or physical disability of the participants to be served. For the purpose of this Agreement, facility access for the handicapped must comply with the Rehabilitation Act of 1973, Section 504 and, as applicable, the Americans With Disabilities Act (42 U.S.C. 12132 et seq.). CONTRACTOR will take appropriate steps to insure that intended beneficiaries are provided services without regard to race, color, creed, national origin, religion, sex, age, sensory, cognitive, or physical or mental disability. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:

1. denying any eligible beneficiary any covered service or availability of a facility;
2. providing to an eligible beneficiary any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this contract, except where medically indicated;
3. subjecting an eligible beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
4. restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
5. treating an eligible beneficiary differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service; and

6. assigning times or places for the provision of services to the eligible beneficiary.

- B. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of color, race, gender, marital status, national origin, religion, sexual preference, age, or physical or mental disability made directly to CONTRACTOR, must be communicated in writing to COUNTY within 5 days.
- C. CONTRACTOR'S non-discrimination policy shall include a statement that clients' complaints alleging discrimination per this section may be made directly to the COUNTY'S Patient's Rights Advocate. COUNTY shall inform CONTRACTOR, in writing, within 5 days of any such complaints.

## 9. INDEMNIFICATION AND HOLD HARMLESS.

All activities and/or work covered by this Agreement will be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend (at COUNTY'S request), indemnify and save harmless the County of Ventura, its Boards, Districts, Agencies, Departments, Officers, Employees, Agents and Volunteers (hereinafter referred to as COUNTY), and the State of California, its officers, agents, and employees from and against any and all claims, lawsuits - whether against CONTRACTOR, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY of Ventura.

## 10. INSURANCE.

- A. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement the following types of insurance, unless waived or reduced in scope solely by the COUNTY'S Risk Management Division:
  - 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations broad form blanket contractual and \$100,000 fire legal liability.
  - 2a.) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
  - 2b.) Personal Automobile Liability coverage, in the minimum amount of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$50,000 each Accident Property Damage, and \$35,000 Uninsured/Underinsured Motorist coverage, for

each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

- 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
  - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$3,000,000 aggregate.
  - 5) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura and Ventura County Behavioral Health Department are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this Agreement on all policies required (except Worker's Compensation).
- E. CONTRACTOR agrees to waive all rights of subrogation against the County of Ventura, and Ventura County Behavioral Health Department for losses arising directly or indirectly from the activities and/or work performed by CONTRACTOR under the terms of this Agreement.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and Ventura County Behavioral Health.
- G. Contractor agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
- 1) Certificates of Insurance for all required coverage.
  - 2) Additional Insured endorsements.
  - 3) Waiver of subrogation endorsements (A.K.A.: Waiver of Transfer of Rights Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents may be grounds for immediate termination or suspension of this Agreement.

It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

#### CLAIMS MADE INSURANCE

If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

11. DELEGATION AND ASSIGNMENT. Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties or assign its rights or obligations hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void, and may cause immediate termination of this Agreement. In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall fulfill the provisions of this Agreement which are appropriate to the service or activity delegated under the subcontract. No subcontract shall terminate the legal responsibility of the CONTRACTOR to the COUNTY to assure all the activities under this Agreement will be carried out. COUNTY may take a fiscal exception on any compensation due to subcontractor and withhold these funds from CONTRACTOR. Any subcontract shall include, in each subcontract, all provisions that COUNTY may require.
12. ALTERATION. Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
13. SUCCESSORS. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.
14. NO WAIVER. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant or condition.
15. TIME. Time is of the essence of this Agreement.
16. DISPUTES. Any dispute concerning performance under the terms of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the designated representative of each party

for resolution. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable period of time, estimated to be within thirty (30) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

17. TERMINATION

- A. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
- A. After the giving of notice of Termination CONTRACTOR shall: 1) Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination. 2) If appropriate, assist COUNTY in affecting the transfer of clients in a manner consistent with the best interest of the clients' welfare.
- B. Any other provision of this Agreement to the contrary, notwithstanding, this Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:
  - 1) The appropriate office of the State of California indicates that this Agreement or any portion hereof is not subject to reimbursement under law;
  - 2) If applicable, grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
  - 3) There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
  - 4) If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;
  - 5) Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof;
  - 6) A material breach according to the Business Associate Agreement, Exhibit C, Section V. (b);
  - 7) The CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any or all of the terms and conditions of this Agreement, Federal, State, and local laws, regulations and directives with respect to the provision of services hereunder, or directions by or on behalf of COUNTY issued pursuant hereto.
- D. COUNTY'S failure to exercise the aforementioned rights of termination shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.



- E. Should the Agreement between CONTRACTOR and COUNTY be terminated during the term of this Agreement, COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the termination of the Agreement. In the event of termination of this Agreement, as specified herein, CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement. CONTRACTOR shall make a good faith effort within 15 days after issuance of the termination notice, to notify each beneficiary who received his or her mental health services from, or was seen on a regular basis by, the CONTRACTOR.
- F. From and after the expiration or termination of this Agreement, rights, obligations, and continuing duties arising prior to such date shall survive. By way of example, but without limitation, all obligations to comply with law, maintain records, and confidentiality, pay costs, allow access to records, and indemnify or hold harmless shall survive.
- G. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

18. LICENSES, CERTIFICATIONS, AND STAFFING.

- A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses, permits, registrations, accreditation's, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider when Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives. Failure to maintain the licenses, permits, registrations, accreditations, and certificates, shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR agrees to provide professional personnel, in accordance with all applicable laws, regulations, and any other requirements, including all amendments thereto, issued by appropriate Federal, State, and COUNTY governmental agencies. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder, and if applicable, as indicated in CONTRACTOR'S written proposal for services under this Agreement as approved by COUNTY. Such staff shall be qualified in accordance with all applicable laws and regulations.
- C. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor or administrator of CONTRACTOR loses any license, certification or permit

required for that person to be fully qualified to provide such services under the California Code of Regulations or other state or federal laws or regulations.

- D. CONTRACTOR shall make available to COUNTY, on request, a list of the personnel who shall provide services under this Agreement. This list shall include the name, title, professional degree, license number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, and experience of each person providing services under this Agreement.
- E. CONTRACTOR shall disclose and provide to COUNTY upon request, information which specifies the current compensation and benefits of all staff (including directors) under this Agreement.
- F. No later than sixty (60) days following contract execution, CONTRACTOR will provide to COUNTY a list of CONTRACTOR'S personnel who will be working on this contract. CONTRACTOR agrees that within 10 days of receiving the list, COUNTY has the authority to approve or disapprove of CONTRACTOR'S personnel on the list. If COUNTY disapproves of personnel on CONTRACTOR'S list, CONTRACTOR will not allow such disapproved personnel to work on the contract and will submit within 5 days another list with different personnel who will work on the contract instead, and COUNTY will then have 5 days to approve or disapprove of the replacement(s).

If, during the performance of this contract, the COUNTY determines that the performance of CONTRACTOR'S approved personnel is not acceptable, COUNTY may order in writing, without stating cause that such person or persons be removed from the contract and replaced. CONTRACTOR will provide the names of proposed replacement personnel within 5 working days from such an order, and COUNTY will then have 5 days to approve or disapprove of the replacement(s).

If at any time CONTRACTOR wishes to add, subtract, or otherwise change the personnel designated on CONTRACTOR'S list for this contract, CONTRACTOR will, to the best of its ability, give 10 days advance notice to COUNTY. COUNTY will then have 5 days to approve or disapprove of CONTRACTOR'S change in personnel. The COUNTY will not withhold reasonable approval in cases where the loss of personnel is beyond the control of CONTRACTOR.

COUNTY'S affirmative approval or lack of disapproval within the designated time frames indicate that COUNTY approves the personnel list submitted by CONTRACTOR.

## 19. OPERATION AND ADMINISTRATION

- A. CONTRACTOR or the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments shall be maintained and retained by CONTRACTOR and made available for review and/or inspection by COUNTY at reasonable times during normal business hours.
- B. CONTRACTOR shall make available upon request by the DIRECTOR copies of all public information which is material to the performance of this Agreement.

C. This Agreement shall be administered on behalf of COUNTY by the DIRECTOR or designee. The DIRECTOR or designee is authorized to take such actions in administering this Agreement on behalf of COUNTY as may be necessary or appropriate, including, by the way of example, but without limitation, agreeing to extensions of this Agreement on behalf of COUNTY, approving non substantive changes, and giving notices of termination. CONTRACTOR shall designate a person who shall function as a liaison with COUNTY regarding CONTRACTOR'S performance hereunder.

20. **ADMISSION POLICIES.** CONTRACTOR shall admit clients for services under this Agreement in accordance with written admission policies which are mutually agreed upon by COUNTY. Prior authorization by COUNTY shall be required for all services provided under this Agreement. The admission policies shall be available to the clients, their representatives, and the public, upon request, and shall include a provision that clients are accepted for all services without discrimination as described in this Agreement. A copy of the written admission policies shall be provided to COUNTY upon request.

**PATIENTS'/CLIENTS' RIGHTS.** CONTRACTOR shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, California Welfare and Institutions Code 5325 et seq., California Code of Regulations (CCR), Title 9, Section 850 et seq., and CCR Title 22. Further, CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights, as well as how to request a grievance or appeal. Client informing materials ("Ventura County Behavioral Health Guide to Mental Health Services") in both English and Spanish as well as pre addressed envelopes for filing grievances will be available in all client care areas. Clients will be provided with a "Guide to Mental Health Services," and there will be posted signs on how to request a copy of the "Guide to Mental Health Services".

21. **CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, Welfare and Institutions Code, Sections 5328 through 5330, inclusive, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Management Information System records.

22. **PROGRAM MONITORING AND REVIEW.**

- A. Pursuant to Welfare and Institutions Section 5608 and California Code of Regulations Title 9, Section, 521 services hereunder shall be provided by CONTRACTOR under the general direction and monitoring of the DIRECTOR, or his authorized designee.
- B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by DIRECTOR to come on CONTRACTOR'S premises for the purpose of making periodic inspections and monitoring of services under this Agreement.

CONTRACTOR shall furnish the COUNTY with all information as COUNTY may require to evaluate fiscal and clinical effectiveness of the services being rendered under this Agreement.

- C. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY.
- D. CONTRACTOR agrees to fully participate and cooperate with COUNTY in the implementation, monitoring and evaluation of all services under this Agreement.

- 23. QUALITY ASSURANCE. CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Mental Health letters and memorandums, Ventura County Behavioral Health Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its Quality Assurance plan to Ventura County Behavioral Health Quality Management Services for review.
- 24. DUTY TO REPORT INCIDENTS TO COUNTY. CONTRACTOR shall provide immediate notice to COUNTY of any serious incident involving threats or infliction of harm or endangerment to any person which occurs in connection with CONTRACTOR'S performance of the services described in Exhibit "A" PROGRAM DESCRIPTION. Such notice shall include a description of the incident including, (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor), (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited. CONTRACTOR shall promptly provide additional information to COUNTY regarding such incidents upon COUNTY'S request.
- 25. No part of Federal funds shall be used to pay the salary of an individual at a rate in excess of \$196,700 per year or as adjusted for the term of any future amended contracts.
- 26. RECORDS. CONTRACTOR shall maintain and retain books, records, reports, and any other evidence related to its activities in discharging its obligations under this Agreement. Such documentation shall be in sufficient detail to permit an evaluation and audit of such services, and to support CONTRACTOR'S claim(s) for reimbursement. All such records shall be made available for inspection and/or audit by authorized representatives of COUNTY, State, and/or appropriate Federal agencies as applicable:
  - A. Patient/Client Records. CONTRACTOR shall maintain patient/client records on each individual patient/client in accordance with all applicable COUNTY, State, and Federal requirements which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, discharge plans, and any other evidence of services provided by all the various professional and paraprofessional personnel to fully document all services provided under this Agreement.

- B. Financial Records. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable Federal, State, and COUNTY requirements, procedures set out in the State Department of Mental Health Cost Reporting/Data Collection Manual, Short-Doyle/Medi-Cal requirements, Medicare requirements, and with all applicable guidelines, standards, and procedures. The entries in all financial records must be readily traceable to applicable source documentation to clearly identify the actual cost and if applicable, related client fees or other sources of revenue received for each type of service for which payment is claimed under this Agreement.
- C. Service Records. CONTRACTOR shall maintain accurate and complete records of services (i.e., all other records of services other than patient/client and financial records) provided under this Agreement, in accordance with all applicable Federal, State, and COUNTY requirements.
- D. Retention of Records. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to the following: All patient/client records for adults (age 18 and over), shall be kept for a minimum of seven (7) years from the date of discharge. All patient/client records for persons under the age of eighteen (18) years who have been discharged shall be retained for one (1) year past the person's eighteenth (18th) birthday, or for seven (7) years from the date of discharge, whichever is greater. All psychologist records must be maintained 7 years after the discharge date, or in the case of a minor, 7 years after the minor reaches 18 years of age. All service and financial records shall be retained by CONTRACTOR for a period of seven (7) years, or in the event of an audit exception and appeal, until audit findings are resolved, whichever is later.

27. PAYMENT. - CONTRACTOR shall be paid in accordance with Exhibit "B" PAYMENT TERMS, attached hereto and incorporated herein by this reference.

28. REPORTS (including cost report preliminary settlement)

- A. CONTRACTOR shall provide reports as required by DIRECTOR or by the State regarding CONTRACTOR'S activities and operations as they relate to CONTRACTOR'S performance of this Agreement. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.
- B. CONTRACTOR shall participate in the COUNTY Behavioral Health Management Information System, as required by DIRECTOR. CONTRACTOR shall report to COUNTY, all program, patient/client, staff, and other data and information about CONTRACTOR'S services, within the specified time periods as required by COUNTY, and in accordance with any other COUNTY requirements.

- C. For each Fiscal Year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY Behavioral Health Department with an accurate and complete annual cost report, certified by a qualified independent auditor, within seventy-five (75) days following either the end of such Fiscal Year or the expiration or termination date of this Agreement, whichever occurs earlier. If CONTRACTOR cannot provide an audited, certified copy of the cost report within seventy-five (75) days, CONTRACTOR will submit an uncertified cost report signed and prepared by CONTRACTOR in accordance with all applicable Federal, State, or COUNTY requirements, including, but not limited to the State Department of Mental Health Cost Reporting Data Collection Manual. CONTRACTOR acknowledges that COUNTY will rely on the information furnished in their cost report in submitting COUNTY SD/MC Cost Report to the State (for reimbursement).

In addition, CONTRACTOR must submit to COUNTY no later than January 20, 2010, a Fiscal Year-End Projection Report showing actual data for the period July 1, 2009 through December 31, 2009, and also showing estimates for the remainder of the fiscal January 1, 2010 through June 30, 2010. The Fiscal Year-End Projection must include the following supporting documents:

- Salaries and benefits details for each program, indicating the employee name, title, hours worked salaries, and total benefits.
  - Rent allocation worksheet
  - Total Units of Service by Service Function Code
  - General Ledger summary report for each program.
- D. The Cost Report shall be the basis upon which a preliminary settlement will be made between the parties to this Agreement. In the event that this Agreement is terminated prior to its expiration date by CONTRACTOR or COUNTY pursuant to Section 18, the preliminary settlement will be based upon services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement as determined by COUNTY.
- E. In the event CONTRACTOR fails to complete the Cost Report when due, COUNTY may, at its option, withhold any monetary settlements due CONTRACTOR until the cost report is complete.
- F. Only the DIRECTOR or designee may make exception to the Cost Report due date requirement set forth in Section 30-C. by providing CONTRACTOR written notice of the extension of the due date.
- G. If the CONTRACTOR does not submit the required Cost Report when due and therefore no costs have been reported, the COUNTY may, at its option, request full payment of all funds paid CONTRACTOR under this Agreement. CONTRACTOR shall reimburse the full amount of all payments made by COUNTY to CONTRACTOR within a period of time to be determined by the DIRECTOR.
- H. Claims for reimbursement may be accepted by the COUNTY after the Cost Report is submitted.

- I. CONTRACTOR shall without additional compensation, comply with any and all reporting requirements established by Federal, State, COUNTY, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.
- J. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR'S actual revenue and itemized operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.
- K. Based on the annual Cost Report submitted pursuant to Section 30-C., at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the cost of all mental health services rendered hereunder shall be adjusted to actual and allowable costs less all revenue, if any, not to exceed the maximum amount of this Agreement, provided that for Short-Doyle/Medi-Cal funded services, if applicable herein, the cost of such services shall be consistent with the amounts authorized by State law and the approved State Medicaid Plan, not to exceed the maximum amount of this Agreement, unless otherwise approved by COUNTY. Any reimbursement due to COUNTY or CONTRACTOR, as appropriate, resulting from year-end settlement as specified herein, for COUNTY shall be made in accordance with the payment options referenced in Section 31., item D., of this Agreement, and for CONTRACTOR through an agreed upon payment method.

29. FINAL SETTLEMENT; AUDIT OF SERVICES.

- A. CONTRACTOR shall provide COUNTY, State, and appropriate Federal agencies and their authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, contracts, books, documents, or any other records relating to this Agreement, including Cost Reports submitted for counties outside of Ventura County, which are necessary to verify the nature and extent of the cost of services hereunder. In the event that any audit of any or all aspects of this Agreement is conducted of CONTRACTOR by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report(s) with COUNTY Behavioral Health within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or this Agreement.
- B. All records shall be available for inspection by the designated auditors of COUNTY, State Department of Mental Health, U.S. Department of Health and Human Services, Comptroller General of the United States, and other authorized State agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality appropriateness and timeliness of services performed under this contract to inspect, evaluate, and audit excerpt, copy, or transcribe, any and all books, records, and facilities maintained by the CONTRACTOR pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this contract including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the CONTRACTOR shall

furnish any such record, or copy thereof, to the COUNTY, DMH, DHS, or HHS. Books and records must be maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the Department's fiscal year in which the contract was in effect. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

C. CONTRACTOR'S performance and reported delivery of service will be subject to verification, monitoring and program review. COUNTY may, in its sole discretion, perform periodic fiscal and/or program review(s) of CONTRACTOR'S records that relate to this Agreement, and if the results of such review(s) require corrective action, CONTRACTOR shall submit a plan of correction no later than thirty (30) days after receiving the findings of such review(s).

D. CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds that the CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR as a result of any audit or review disallowance under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance, CONTRACTOR shall reimburse the COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of the COUNTY:

1. Paid in one cash payment.
2. Paid by cash payment (s) over a period not to exceed (3) months.
3. Deducted from future claims over a period not to exceed (3) months.
4. Deducted from any amounts due whether under this Agreement or otherwise.
5. A combination of any or all of the above.

30. SINGLE AUDIT/AUDIT. (The single audit is applicable only if CONTRACTOR receives and expends more than \$500,000 in federally allocated funds) CONTRACTOR as a sub recipient of Federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984 (31 U.S.C. Section 7501 et seq.) and any amendments thereafter, including requirements set forth in OMB Circular A-133 or OMB Circular A-128, whichever is applicable. If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be delivered to the COUNTY'S Auditor-Controller for review within a specified period of time as required by COUNTY. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit. Failure to perform the requisite audit functions as required by this paragraph may result in COUNTY and/or COUNTY'S subcontractor performing any necessary audit tasks. Audit work performed by COUNTY and/or its subcontractor under this paragraph will be billed to CONTRACTOR at COUNTY cost as determined by the COUNTY Auditor-Controller. CONTRACTOR shall pay such costs which will be due and payable upon receipt of COUNTY and/or COUNTY'S subcontractor billing invoice.



31. EQUIPMENT OWNERSHIP. (If applicable for services under this Agreement) COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or any contract amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging of inventory.

32. DRUG-FREE WORKPLACE CERTIFICATION. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and will provide a drug-free workplace doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a), to inform employees about all of the following:
  - 1. the dangers of drug abuse in the workplace,
  - 2. the CONTRACTORS policy of maintaining a drug-free workplace,
  - 3. any available counseling, rehabilitation and employee assistance programs, and
  - 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement;
  - 1. will receive a copy of the CONTRACTOR'S drug-free policy statement, and
  - 2. will agree to abide by the terms of the CONTRACTOR'S statement, as a condition of employment and Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future contracts if the COUNTY determines that any of the following has occurred; (1) the CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

33. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE.** CONTRACTOR agrees to acknowledge cultural and linguistic competence as described herein and to pursue its incorporation into the delivery of services under this Agreement. COUNTY agrees to provide consultation and/or training to assist CONTRACTOR in developing a culturally and linguistically competent system of care. Cultural and linguistic competence is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals and enable that system, agency, or those professionals to work effectively in cross-cultural situations. Culture refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. **Competence** implies having the capacity to function effectively. A culturally and linguistic competent system of care acknowledges and incorporates--at all levels--the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adoption of services to meet culturally-unique needs and services incorporated herein. CONTRACTOR shall develop a plan describing how Cultural and Linguistic Competence will be incorporated herein, how employees will be trained, and how competency will be evaluated. CONTRACTOR shall review and update the plan annually. CONTRACTOR shall allow COUNTY to review plan and submit such plan to COUNTY upon request.

33. **SEVERABILITY OF AGREEMENT.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreements terms shall remain in full force and effect and shall not be affected.

34. **CUMULATIVE REMEDIES.** The exercise or failure to exercise of legal rights and remedies by the COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement or any other rights or remedy available by law or authorized by this Agreement.
35. **PRIOR AGREEMENTS.** This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.
36. **FAIR HEARING.** State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are being denied, terminated, or reduced (reference Guide to Medi-Cal Mental health Services).
37. **CONTAMINATION AND POLLUTION.** CONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
38. **FACILITIES:**
- A. Any contractor proposing to add additional locations or to relocate their existing program must have the location pre-approved by VCBH. Locations deemed unacceptable will not be eligible for reimbursement. The approval must be in writing, and signed by the VCBH

Director to be valid. This approval is based solely on the need for additional services in the proposed area. The contractor is still responsible for all other approvals, permits, and due diligence required to ensure that the facility is appropriate for the intended use, and meets all local, state, and federal rules, regulations and requirements.

- B. County provided facilities: The premises are for the sole use of fulfilling the obligations and scope as described in Attachment A. No other use is authorized or allowed without written authority from the Director or designee. Contractor shall not make any alterations in or about the Premises, without VCBH's prior written consent. Any alterations to the Premises shall be done according to the law and with required permits. Contractor shall give advance notice of the commencement date of any planned alteration. VCBH may also require Contractor to provide lien releases from any contractor performing work on the Premises. The premises shall be left in substantially the same condition, excepting normal wear and tear as originally delivered to Contractor. The Contractor shall maintain a log of all keys and require the return of any keys used by staff that has left the employment of the contractor. All keys and opening devices will be delivered to the County upon vacating the premises.
- C. All contractors with a facility, regardless of type within the City of Ventura must abide by the attached "Good Neighbor" Policy.

#### 39. MANAGEMENT INFORMATION SYSTEM

The County has purchased a comprehensive management information system. The Contractor will be required to use this system when available to complete billing and collection and submission of client data as defined by the County. The Contractor will access the site remotely and is responsible for their own onsite system access and licensing costs. Licenses are required for each individual accessing the system. Sharing of the license or passwords is a violation of the Health Information Portability and Accountability Act (HIPAA). The County will provide initial training and orientation. The Contractor is responsible for ongoing new staff training as needed within their organization.

#### 40. COMMUNICATIONS

##### **Regulatory Agency Inspections and Visits**

The Contractor will notify their program liaison within 48 hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of their program and/or facility and the nature of the inspection. A copy of any written findings will be sent to VCBH within 72 hours of receipt.

##### **Unscheduled Regulatory Agency Inspections and Visits**

The Contractor will notify their program liaison within 48 hours of an unscheduled inspection by a regulatory agency and the nature of the inspection. A copy of any written findings will be sent to VCBH within 72 hours of receipt.

##### **Communications**

Copies of any regulatory agencies findings, notices of deficiencies, health and safety violations, decertifications, or licensing concerns regarding the facility, program, officers, or staff must be sent to VCBH within 72 hours of receipt.

41. FINANCIAL EMERGENCY. In the event that the Board of Supervisors, or the Chief Executive Officer of the County direct VCBH to implement cuts of 5% or more to the current years budget or for any of the funding sources used in this contract, the Director or Designee may notify the Contractor of a reduction in the contract amount effective 30 days from the date of the notification.
42. BUSINESS ASSOCIATE AGREEMENT. CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit "C" and incorporated by reference.
43. Cooperation with Compliance Efforts of COUNTY.
  - A. CONTRACTOR hereby acknowledges that the County of Ventura (COUNTY) has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Medical Center (VCMC) and certain of its contractors.
  - B. CONTRACTOR agrees that VCMC's Code of Conduct will be provided to all of Contractor's employees who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another federal program and (ii) for which the COUNTY seeks reimbursement.
  - C. CONTRACTOR further agrees to obtain and retain, and make available upon reasonable request, to the COUNTY and to the Office of Inspector General of the US. Department of Health and Human Services, certifications that each Covered Individual has received, read and understands the Code of Conduct and agrees to abide by the requirements of VCMC's Compliance Program. Such certificates shall be in the form attached hereto as Exhibit D, "CODE OF CONDUCT."
44. COMPUTER CONNECTIVITY AND INTEROPERABILITY STANDARDS

VCBH is committed to the implementation of a system that meets the requirements of the Health Information Portability and Accountability Act (HIPAA). HIPAA seeks to establish standardized mechanisms for electronic data interchange (EDI), security, and confidentiality of all healthcare-related data. The Act mandates: standardized formats for all patient health, administrative, and financial data; unique identifiers (ID numbers) for each healthcare entity, including individuals, employers, health plans and health care providers; and security mechanisms to ensure confidentiality and data integrity for any information that identifies an individual.

The California Department of Mental Health issued a paper with guidelines for these standards in the March 18, 2008 DMH information notice 08-09 entitled Capital Facilities and Technological Needs, Enclosure 3. VCBH is committed to meeting these standards and complying with the deadlines.

These requirements will have minimal impact on VCBH Contractors and Providers that prefer to use the internet and manually enter data into the system. Providers that want to have a more automated process of exchanging information between the County system, and their internal programs and systems, will have to ensure that their systems meet the mandated standards. At a minimum, the systems must use the HL7 standard protocol for messaging. Providers that choose systems, or develop in-house programs, that do not use standardized protocols will be limited to manual data entry and will not be able to exchange data with the VCBH system.

45. **EXTENT OF CONTRACTUAL DOCUMENTS.** This Agreement shall consist of this basic document and Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement, and constitutes the entire agreement between the parties regarding the subject matter described herein.

Exhibit A: Program Description

Exhibit B: Payment Terms

Exhibit C: Business Associate Agreement

Exhibit D: Code of Conduct

Exhibit E: Quality Management Program

Exhibit F: Invoicing

Exhibit G: Certification of Claims

Exhibit H: Debarment and Suspension Certificate

Exhibit I: Lobbying Certification and Disclosure

Exhibit J: City of Ventura Good Neighbor Policy (applies to all facilities located within the incorporated limits of the City of Ventura).

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month and year first above written.

COUNTY OF VENTURA

CASA PACIFICA  
a non-profit corporation

COUNTY

CONTRACTOR

By

  
(Authorized Signature)

BY

  
(Authorized Signature)

Steve Bennett, Chairman  
(Printed Name and Title)

**STEVEN ELSON Ph.D.**  
**CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
(Printed Name and Title)

Date December 8, 2009



Date 11/24/09

## **EXHIBIT "A"**

### **TO AGREEMENT BETWEEN COUNTY OF VENTURA (COUNTY) and CASA PACIFICA (CONTRACTOR)**

#### **PROGRAM SERVICE STATEMENT**

**Program Title: CHILDREN'S INTENSIVE RESPONSE TEAM**

CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and as specified in the attached program description.

CONTRACTOR will provide immediate intensive mental health response service available, seven days per week, and clients will be provided with follow-up care which will ensure stabilization of the child and family, as well as appropriate referral and linkage to support services.

CONTRACTOR will provide a monthly report to COUNTY which will include but is not limited to the following information: # of clients served during month (broken down by Medi-Cal and non Medi-Cal clients), # of crisis calls received, reasons for crisis calls/referrals, # of clients hospitalized and # of community referrals made.

CONTRACTOR shall provide Quarterly reports to the COUNTY no later than the 15<sup>th</sup> day of the close of the quarter. (Eg: July-Sept is due by Oct 15<sup>th</sup>, etc). Quarterly report shall include but are not limited to the following information: # of clients served during quarter (broken down by Medi-Cal and non Medi-Cal clients), # of crisis calls received, reasons for crisis calls/referrals, # of clients hospitalized, # of community referrals made and identification of where the community referrals were made.

CONTRACTOR will regularly attend the Children's Sub Committee of the Mental Health Board and will present program outcomes to the committee as requested.

COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements, financing and revenue production.

CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and as specified in CONTRACTOR's response to the Request for Proposal dated August 4, 2006.

CONTRACTOR shall complete the mandatory performance measures (Ohio Scales) for each child referred by COUNTY or authorized by COUNTY for EPSDT Medi-Cal mental health services upon intake and discharge or any other measures required by COUNTY. COUNTY to provide CONTRACTOR with assistance in establishing necessary system for data collection. CONTRACTOR'S may petition the COUNTY to accept alternative performance measures. The CONTRACTOR is responsible for the mandatory measures until written acceptance of the proposed alternative measures from the Director or Designee has been received.

## EXHIBIT "B"

### PAYMENT TERMS CASA PACIFICA - CIRT

- A. The maximum amount of this Agreement shall not exceed \$958,151.
- B. In consideration of the services specified in EXHIBIT "A" PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR monthly, in arrears, only for approved Short-Doyle/Medical (SD/MC) units of service provided hereunder to Medi-Cal eligible Ventura County clients at the agreed upon provisional rates in below.

County Resources/MHSA:	\$503,356 (Paid directly by COUNTY to CONTRACTOR)
Medi-Cal FFP	\$295,234 (Paid directly by COUNTY to CONTRACTOR)
EPSDT:	\$159,561 (Paid directly by COUNTY to CONTRACTOR)
TOTAL	\$958,151

\*Short-Doyle/Medi-Cal FFP/EPSDT funds for eligible services hereunder are estimated and shall subsequently be reimbursed to COUNTY in accordance with the terms of this Agreement.

Service Category	Total Units for Ventura County	Unit Rate	Projected Cost
Mental Health Services Mode 15/SFC 10-50	348,000	\$1.50	\$522,000
Case Management Mode 15/SFC01	50,647	\$1.16	\$58,751
Crisis Intervention Mode 15/SFC70	170,000	2.22	\$377,400
Total Program Cost	568,647		\$958,151

#### NOTES:

- 1: The unit rates above are based upon a COUNTY-approved budget dated November 3, 2009 submitted by CONTRACTOR for the purpose of this Agreement, incorporated by reference. An increase to the approved salaries budget exceeding 3% throughout the term of this Agreement must be pre-approved by the Director or Designee. All other line-item modifications exceeding 10% must be pre-approved by the Director or Designee. Any approved increase to the overall budget must identify a corresponding decrease to ensure that the County Resources/MHSA allocation does not exceed \$503,356, and the contract maximum does not exceed \$958,151.
- 2: VCBH will only reimburse for Ventura County residents eligible for Medi-Cal services.
- 3: The amount of units may fluctuate by Service Category within each Program above, however, the total projected payments may not exceed \$958,151.
- 4: The detailed budget along with the background materials and source documents provided by the Contractor to VCBH is the controlling budgetary document in the event of any disputes.

- C. CONTRACTOR shall maintain separate cost centers for each program under this Agreement and may not make changes to the budget attached hereto, unless such changes are approved in advance and in writing by the COUNTY Director of Behavioral Health or designee and, if applicable, in accordance with Federal and State requirements.
- D. For the above services, payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the submitted operational budget, by reference, for services. All



payments and claimed expenses shall be subject to audit and settlement to actual and allowable costs at the end of the fiscal year in accordance with the year-end cost report and all applicable Federal, State, COUNTY, and local laws. Notwithstanding any other provisions of this Agreement, in no event shall the maximum amount payable hereunder exceed the maximum amount specified in paragraph A. above.

- E. The COUNTY will make interim payments to CONTRACTOR in anticipation of receiving sufficient EPSDT SD/MC to finance the services rendered under this Agreement. Payment will be made on a monthly basis in arrears for units of service delivered at the applicable unit rates specified in the above schedule.
- F. CONTRACTOR in its budget submitted by reference has estimated billable units of service and revenue for the Program in each of the service function codes which are applicable under this Agreement. COUNTY will use these estimates as an ongoing monitoring guide and measure of unit productivity, service level expectation, and the ability to achieve outcomes including EPSDT SD/MC FFP revenue as specified in this Agreement. COUNTY may renegotiate the terms of this Agreement or adjust CONTRACTOR'S claim for reimbursement if CONTRACTOR is unable to maintain a minimum 90% service level requirement and revenue which will be reviewed quarterly by COUNTY.
- G. CONTRACTOR shall bill COUNTY monthly in arrears on general claim forms provided by COUNTY, and a signed Certification of Claims form (Exhibit G) and a printout from the COUNTY'S Management Information System of billable services must accompany each monthly claim. All claims submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and content specified by COUNTY. CONTRACTOR shall submit delivered units of service with appropriate documentation, along with the General Claim Form for reimbursement. In addition, CONTRACTOR shall submit quarterly financial statements. No cost that has been or will be reimbursed by any other revenue source can be claimed by CONTRACTOR. Claims for reimbursement shall be completed by CONTRACTOR, signed with original signature and dated, and forwarded to COUNTY within 10 working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late claims will also result in payment delay. Following receipt of a complete and correct monthly claim and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid claim to the COUNTY.
- H. Short-Doyle/Medi-Cal reimbursement provision: For EPSDT Medi-Cal eligible services the COUNTY acknowledges its responsibility to pay CONTRACTOR Medi-Cal rates approved by the State Department of Mental Health. With respect to services provided to Medi-Cal beneficiaries under this Agreement, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate or published charges, whichever is lower as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations, Section 51516, and policy letters issued by the State Department of Mental Health. The Short-Doyle/Medi-Cal reimbursement is composed of Local Matching Funds (County Resources) and Federal Financial Participation (FFP). The COUNTY desires that CONTRACTOR maximize services under this Agreement utilizing Short-Doyle/Medi-Cal funding as applicable. The final year-end settlement shall be based on the actual allowable cost of services provided, the approved Medi-Cal rate, Short-Doyle/Medi-Cal Maximum Allowance



(SMA), or published charges, whichever is lower, not to exceed the maximum obligation of the COUNTY as specified under this Agreement.

- I. It is an expectation and condition of this Agreement that if CONTRACTOR is reimbursed by COUNTY the maximum amount of this Agreement as specified herein, then CONTRACTOR shall produce no less than the specified amount of EPSDT/SD/MC FFP revenue for 100% EPSDT M/C eligible services provided under this Agreement. This shall be determined in accordance with the year-end cost settlement. CONTRACTOR shall be required to reimburse the COUNTY for an FFP revenue shortfall for which CONTRACTOR is responsible and the associated match to FFP revenue shortfall regardless of the source of the match to FFP. In the event that CONTRACTOR'S cost is less than the maximum amount of this Agreement, COUNTY may prorate the required amount of SD/MC FFP revenue.
- J. COUNTY shall conduct quarterly reconciliations of Short-Doyle/Medi-Cal (SD/MC) Federal Financial Participation (FFP) revenue produced under this Agreement. The quarterly reconciliation will be based upon the actual units of service provided for eligible Medi-Cal beneficiaries as reported by CONTRACTOR and entered into the COUNTY'S Management Information System, and as further approved by the State for reimbursement. COUNTY shall then compare the reported units of service with a projected productivity schedule approved by the COUNTY Behavioral Health Department (BHD), of expected Medi-Cal revenue and units/minutes of service. In the event that COUNTY determines that CONTRACTOR has not achieved a minimum of ninety (90) percent of the estimated year- to- date SD/MC FFP revenue goals as specified in the productivity schedule approved by COUNTY BHD, COUNTY in its sole discretion reserves the right to adjust CONTRACTOR'S claim(s) for reimbursement. The amount of the adjustments shall be based on the following: 90% of the projected quarterly FFP revenue goal, less actual quarterly FFP revenue, equals the amount of the deduction. CONTRACTOR may request in writing and shall review if requested, COUNTY'S computations for determining any adjustment to CONTRACTOR'S claim(s).
- K. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by DIRECTOR or his designee prior to performance thereof.
- L. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR'S activities and operations as they relate to CONTRACTOR'S performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- M. (If applicable to the services provided under this Agreement), CONTRACTOR shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State Department of Mental Health and ensure that charges for services to either patients or other persons responsible approximate estimated actual costs.

- N. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "G" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.
- O. CONTRACTOR understands and agrees that all EPSDT/SD/MC FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to and belong exclusively to COUNTY, and CONTRACTOR shall have no claim whatsoever to such revenue.
- P. Notwithstanding any other provision of this Agreement, Early and Periodic Screening, Diagnosis and Treatment (EPSDT), Short-Doyle/Medi-Cal (SD/MC) services provided hereunder by CONTRACTOR under the service function codes identified above, or other SD/MC services as may be approved solely by COUNTY, shall comply with and be compensated in accordance with all applicable Federal, State, and COUNTY laws, regulations, requirements, and any amendments or changes thereto, including but not limited to, the State Department of Mental Health (DMH) SD/MC, Medi-Cal Specialty Mental Health Services Title 9, Chapter 11, the State DMH Cost Reporting Data Collection Manual, Title 19 of the Social Security Act, Title 22 of the California Code of Regulations, Section 51516, and policy letters issued by the State Department of Mental Health and EPSDT Program regulations and requirements as specified by the State DMH, including but not limited to DMH Letter No. 04-03 applicable to TBS Services, or subsequent letters. It is understood that such services will subsequently be billed by COUNTY for SD/MC Federal Financial Participation (FFP) reimbursement and EPSDT State match when applicable, hereafter EPSDT/SD/MC.
- Q. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for EPSDT/SD/MC FFP reimbursement shall be reported to COUNTY in accordance with COUNTY reporting timelines, instructions and formats. COUNTY in its sole discretion may withhold payment to CONTRACTOR if CONTRACTOR does not comply with such reporting timelines, instructions, and formats as required by COUNTY. COUNTY shall be responsible for billing the appropriate entity for reimbursement of the EPSDT/ SD/MC services provided and reported by CONTRACTOR to COUNTY.
- R. CONTRACTOR understands and agrees that all SD/MC FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to and belong exclusively to COUNTY, and CONTRACTOR shall have no claim whatsoever to such revenue. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed EPSDT SD/MC services provided hereunder, which are the result of CONTRACTOR'S sole negligence in providing EPSDT SD/MC services under this Agreement. CONTRACTOR shall be required to fully reimburse COUNTY for any portion of the SD/MC reimbursement including, but not limited to, any FFP, match to FFP and any amount in excess of the required match to FFP regardless of the source of the match or excess match paid by COUNTY to CONTRACTOR, and subsequently disallowed through Federal, State, County or any other entity audit(s) or review(s). It is understood by both parties herein, that by paying the provisional rate(s) during the term of this Agreement, COUNTY is reimbursing CONTRACTOR in advance of COUNTY receiving SD/MC FFP reimbursement from the State for eligible services hereunder, and in advance of the year-end cost report settlement process for actual and allowable costs.

- S. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to treatment coordination, service utilization and outcomes, documentation and reporting requirements, cost and revenue production.

## EXHIBIT "C"

### BUSINESS ASSOCIATE AGREEMENT

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Specific definitions of certain terms used in this agreement:

- a. Business Associate. "Business Associate" shall mean CONTRACTOR.
- b. Covered Entity. "Covered Entity" shall mean COUNTY OF VENTURA.
- c. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. Privacy Rule. "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable health Information at 45 CFR part 160 and part 164, subparts A & E.
- e. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from on or behalf of covered Entity.
- f. Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- g. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### **I. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement
- d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business

Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f) Business Associate agrees to provide access, at the request of Covered Entity to protected Health information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner
- h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available, COUNTY OF VENTURA, or to the Secretary, in a reasonable time and manner or designated by the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy rule.
- i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Section I (i) of this agreement, to permit covered entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.

## **II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

### **General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, Business Associate may use or disclose protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in MENTAL HEALTH SERVICES AGREEMENT, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the covered Entity.

### **Specific Use and Disclosure Provisions**

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable

assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by law or of the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

### **III. OBLIGATIONS OF COVERED ENTITY**

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### **IV. PERMISSIBLE REQUESTS BY COVERED ENTITY**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### **V. TERM AND TERMINATION**

- (a) Term. The Term of this Agreement shall be effective as of the date of this Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, 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.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, covered entity shall either:

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Mental Health Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) Immediately terminate this Agreement and the Mental Health Services Agreement if Business Associate has breached a material term of this agreement and cure is not possible; or
- (3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this agreement, for any reason, business associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health Information that is in the possession of subcontractors or agents of business associate. Business associate shall retain no copies of the protected health information.
- (2) In the event that business associate determines that returning or destroying the protected health information is infeasible, business associate shall provide to covered entity notification of the conditions that make return or destruction infeasible. Upon providing written notification to Covered Entity that return or destruction of Protected health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected health Information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

## VI. MISCELLANEOUS

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or an amended.
- b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c) Survival. The respective rights and obligations of Business Associate under Section V.(c) of this Agreement shall survive the termination of this agreement.
- d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered entity to comply with the Privacy Rule.

**Exhibit “D”**

V<sub>ENTURA</sub> C<sub>OUNTY</sub> M<sub>EDICAL</sub> C<sub>ENTER</sub>  
CODE OF CONDUCT



### **STATEMENT OF MISSION**

Ventura County Medical Center is organized as a publicly owned county hospital for the benefit of the people of Ventura County. The hospital serves as a major source of health care for the County's indigent population, those without medical insurance, and persons not having access to private physicians. Ventura County Medical Center will continue, either directly or indirectly, to assure community access to necessary health care services including preventive, diagnostic, treatment and rehabilitative services with specific emphasis on delivering care to the indigent population, the uninsured, and other persons unable to secure health care services. The hospital will continue to stress high quality in the programs and services it offers. It will retain sufficient flexibility to implement innovations and react to the needs of the County in order to maintain its role as a major health care resource for the County.

Ventura County Medical Center recognizes that the primary reason for its existence is service to patients. In providing this service, the hospital will:

- Ensure the provision of inpatient and outpatient care to persons, regardless of race, creed, color or economic status, especially those persons who have difficulty in obtaining care elsewhere, in compliance with the intent of the State's Welfare and Institutions Code.
- Provide service directly or ensure the provision of services to meet the needs of the total patient.
- Treat each patient with dignity, consideration, kindness and understanding.
- Promote medical education and allied health education as required to support high quality patient care and to encourage and train an adequate supply of physicians and other professionals in the County.

## **Introduction to Code of Conduct**

The Ventura County Medical Center (VCMC) Oversight Committee, established by the Ventura County Board of Supervisors and charged with carrying out the duties and responsibilities of hospital governance, established this Code of Conduct in recognition of the VCMC's responsibility to our patients, staff, physicians and the County we serve. It is the responsibility of every member of the VCMC community, Board members, administration, medical staff members, employees, and contractors to conduct themselves in a manner that is consistent with this Code of Conduct and its supporting policies. VCMC policies and procedures referred to herein include those of the County of Ventura and Ventura County Health Care Agency. Our behavior will be guided by the following codes:

1. VCMC's employees and agents will strive to deliver quality, patient-centered healthcare services.
2. VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.
3. VCMC's employees and agents shall engage in ethical business relationships.
4. VCMC's employees and agents shall avoid conflicts of interests or the appearance of impropriety.
5. VCMC's employees and agents shall protect VCMC's property and respect the property rights of others with whom we do business.
6. VCMC's employees and agents respect each other as human beings and health care professionals.

### **CODE OF CONDUCT NO. 1**

**VCMC's employees and agents shall strive to deliver quality, patient-centered, health care services.**

- VCMC's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCMC shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCMC's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care providers. Patients will be involved in decisions regarding the care that VCMC delivers to the greatest extent practical and possible.

- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCMC and its policies, procedures and changes, and who will provide service on behalf of VCMC.
- VCMC employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCMC solely on the basis of race, gender, religion, creed, color, economic status, or source of payment.
- VCMC's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public, or ourselves.

#### **CODE OF CONDUCT NO. 2**

<p><b>VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.</b></p>
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- VCMC, by and through its employees and agents shall comply with all applicable laws, regulations, standards and other requirements imposed by any level of government. Without limiting the generality of that statement, VCMC's employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.
- VCMC will not pursue any business opportunity that required engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain, preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels, of any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved in accordance with County policy.

- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and VCMC's policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCMC will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCMC shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCMC shall maintain complete and thorough medical and billing records.
- VCMC, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations through the Confidential Compliance Line or to the Compliance Officer.

### **CODE OF CONDUCT NO. 3**

#### **VCMC's employees and agents shall engage in ethical business relationships.**

- VCMC seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.
- Employees or agents shall not use or reveal any confidential information concerning VCMC or use, for personal gain, confidential information obtained as an employee or agent of VCMC.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to cooperate in accomplishing VCMC's and the County's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, judgment or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCMC.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employees or agent knows of or suspects a practice or incidents that may have violated this Code of Conduct, VCMC's Compliance Guidelines, operational policies, any law or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

#### **CODE OF CONDUCT NO. 4**

**VCMC's employees and agents shall avoid conflicts of interest or the appearance of an impropriety.**

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCMC.
- Employees and agents should avoid any activity that conflicts with the interests of VCMC or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or be created, then he or she should consult with management.
- Placing business with any firm in which there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).
- Employees and agents should not become involved, directly or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict of Interest Code. For example, an employee or agent should not be an officer, director, manager or consultant of a potential competitor, customer, or supplier of VCMC without first disclosing that relationship to management.
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and VCMC's legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy;
- Gifts and benefits to clinicians or referral sources are not appropriate. Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report and potential conflicts of interest concerning themselves or their family members to VCMC in accordance with the Conflict of Interest Code.

**CODE OF CONDUCT NO. 5**

**VCMC's employees and agents shall protect County's property, and respect the property rights of others with whom we do business.**

- All employees and agents are personally responsible and accountable for the proper expenditure of VCMC funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCMC's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCMC or patient resources for personal or improper purposes, or permit others to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCMC's and County's procedures. Unauthorized disposal of property is a misuse of assets.
- Employees and agents have a duty to be productive during the time that is paid for by VCMC.
- VCMC equipment is intended to be used only for VCMC or County business. Use of the Internet is for Conducting County business. Any misuse will result in disciplinary action in accordance of County, Health Care Agency and VCMC policy.
- Employees and agents may only use computer systems, networks, and software consistent with VCMC's license(s) and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCMC's or a patient's property is prohibited, including the outright theft of property or embezzlement of money.
- VCMC's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of VCMC's property to their supervisor or in accordance with the Confidential Compliance Line.

#### **CODE OF CONDUCT NO. 6**

##### **VCMC's employees and agents respect each other as human beings and health care professionals.**

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated.
- Quality patient care can only be delivered through the use of qualified, competent staff. VCMC will contribute to an employee's or agent's competence by making available continuing job-related education and training (within the limits of its resources).
- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to VCMC's policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCMC strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- VCMC promotes a drug and alcohol free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCMC shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, regulation, standard, procedure, or policy.



## **EXHIBIT 'E'**

### **QUALITY MANAGEMENT PROGRAM**

Ventura County Behavioral Health (VCBH) is committed to improving the quality of care and services clients receive from the department and contract facilities. With the goal of quality in mind, VCBH will evaluate all contracts on a monthly basis.

Participation in the VCBH Quality Management Program is **mandatory** for any provider receiving monies from the Department. Participation in the program includes attendance at quarterly contract meetings; submission of monthly Q.M. Reports; adherence to the departments grievance policy and procedure for clients; adherence to Mental Health Plan requirements regarding Consumer Guidelines; and attendance at annual compliance trainings.

#### **Provider Responsibilities:**

1. Provider must submit Monthly Quality Management Report.
2. Provider must submit Monthly Compliance Report.
3. Provider must provide Consumer Guidelines to all clients and have them available in both English and Spanish at all times.
4. Provider is to utilize the Department's Grievance Policy and Procedure and adhere to all reporting timelines and assist the Department's Quality Management Division in addressing and resolving any grievances filed that concern providers services.
5. Provider will invoice according to Contractor Policies & Procedures attached.
6. Provider must adhere to Utilization Review Policies & Procedures attached.

#### **Department's Responsibilities:**

1. Department will organize and schedule contract meetings.
2. Department will assist in completing Quality Management Report if needed.
3. Department will provide feedback to provider on a regular basis regarding the overall Quality Management Program.
4. Department will send Utilization Review sample in a timely manner.
5. Department will compile Utilization Review data and Quality Management data.

POLICY:	<b>UTILIZATION REVIEW FOR VCBH CONTRACTORS</b>		PROCEDURE NO.:	<b>UR2</b>	Page 1 of 3
DEPARTMENT:	<b>UTILIZATION REVIEW</b>	EFFECTIVE DATE:	REVISION DATES:		
AFFECTS:	<b>ALL DEPARTMENTS</b>	<b>8/21/00</b>	REVIEW DATES:		

**POLICY:**

Ventura County Behavioral Health (VCBH) will monitor clinical documentation of Contracted Organizational and Individual Private Providers, to ensure that all services provided are medically necessary and appropriate. Utilization Review (UR) ensures that all charges for services rendered by Contracted Providers are fully supported by documentation, and that all subsequent billing is done accurately. UR must be performed by individuals not involved in the service delivery for the client whose records are being reviewed. UR of Contracted Providers will be done by VCBH Utilization Reviewer staff at the VCBH Utilization Review Department. Random sample documentation will be sent to the UR Department by the Contractor on a monthly basis for review. UR facilitates giving feedback to Contracted Providers and their clinical staff so they can improve the quality and accuracy of their documentation. UR data is reported in a monthly report (see attached) so that trends and summary data can be observed over time. Aggregate UR data is also included in the VCBH quarterly Quality Improvement Committee Report.

**PROCEDURE:**

- A. VCBH will conduct UR on a random sample of 5% of all charts open per Contractor site per month which have had at least one billable service in the previous month. This means that within the calendar year, approximately 60% of all open charts at each Contractor site with at least one billable service will be reviewed.
- B. Charts are selected randomly by the Information Systems Department according to client identification number, using billing and client record data.
- C. Monthly lists of 5% of charts selected per Contractor will be printed by client name and Contractor name. The list will be distributed to the Contractors by the fifth of every month or if onsite review is done, the review will be completed by the 15th of the month. Contractors will have by the 15th of the month to forward

## VENTURA COUNTY BEHAVIORAL HEALTH POLICIES AND PROCEDURES

- D. Utilization Reviewers use a detailed UR checklist to inspect all charts (see attached). The checklist is comprised of elements to ensure medical necessity, and compliance with all State, Federal and Accreditation Guidelines.
- E. If at the time of review, any item from the checklist is not complete or items are found to be out of compliance with documentation standards, this is noted on the review sheet, and the documentation is photocopied and attached to the review sheet.
- F. If it is determined that a charting deficiency can be corrected (please refer to Documentation Standards Policy and Procedure) this is done. If remediation is not possible, all charges affected by the deficiency are posted on the Utilization Review Non-Authorized Billing Form.
- G. The Non Authorized Billing Form is forwarded to the Billing Department to reverse charges.
- H. Non Authorized Billing is tallied by UR according to Contractor to determine trends and training needs.
- I. Results of the 5% review are compiled into a Monthly Report and this report is reviewed at the monthly Utilization Review Committee. This data is used to compile significant trends further training. The Medical Director of Quality Management is the Chair of this Committee. The monthly reports are forwarded to the Medical Directors and Chiefs of Adult and Child Care, and Crisis Services for distribution to the Contractors and their staff, if applicable, so that they can obtain personal feedback on their documentation. Any action items are commented on and reviewed at the next month's meeting.
- J. The monthly report is also forwarded to the Compliance Office and the Billing Manager for review.
- K. Contractors who fail to document their services adequately may be required to pay back VCBH for disallowed services, or have funds withheld from future payments. Contractors who continue to demonstrate inadequate documentation despite having to pay back funds to VCBH may have their contracts cancelled and their names removed from the Mental Health Plan Private Provider Network.
- M. Aggregate data obtained as a result of UR are referred to the Quarterly Quality Improvement Committee for summary and reporting.
- N. The Medical Director, Director, Contract Manager or Manager of Quality Management may determine that an increased percentage of review is required if documentation review indicates a trend of out of compliance or other potential compliance problem(s). This increased review will be reported and tracked in the UR Monthly Report.

## EXHIBIT "F"

### Invoice Procedure

1. Utilization Review will send to the Contractor the 5 % review list for Utilization Review by the end of 2<sup>nd</sup> week of each month, for services rendered in the previous month (i.e. in January, the 5% review list for December will be sent to the contractor.) Utilization Review Policy and Procedure **UR2** attached will be adhered to.
2. Contractor will submit their monthly invoice along with the 5% review materials to:

Manager, Quality Management and Utilization Review  
Ventura County Behavioral Health Department  
1911 Williams Drive, Suite 200  
Oxnard, CA 93036

Invoices **MUST** include a printout that demonstrates the specific units of service invoiced. (The format of the printout will be mutually acceptable to both VCBH Fiscal and Contractor).

3. Utilization Review will date stamp the invoice upon receipt, using the attached form. Utilization Review will have 5 working days to review and back out any units of service that have been denied through the U.R. process. This will be documented on the attached form. U.R. will then forward the invoice to Billing. Billing will have 5 working days to review and back out any Units of Service they were not able to bill. This form and the invoice will then be forwarded to the Chief that manages the contract. The Chief will have 5 working days to review the information provided by Utilization Review and Billing, and to confirm that all other required Quality Management and Compliance Reporting has been received. At that time, the Chief of Mental Health Services will sign off on the invoice and forward it to HCA Fiscal for payment processing.
4. QM Reports will be forwarded to QM department and reported in Quarterly QIC. The Contracts Manager and the Medical Director will review, act upon (if necessary), meet with Contractor, etc., regarding UR data or QM data and will report activities back to appropriate committees. Committees may also make recommendations or action items.
5. The Division Manager will forward the approved invoice with the UR Report to HCA Fiscal within 15 working days of receipt from the Contractor.
6. Fiscal will then have 10 working days to complete their processing and forward to Auditor Controller.

### Invoice Authorization and Summary Form

The following information is for \_\_\_\_\_ Invoice  
(name of contractor)

for the month of \_\_\_\_\_  
(month)

Invoice was received on: \_\_\_\_\_  
(enter date received)

#### **Utilization Review:**

The following units of service are to be backed out based on Utilization Review Procedures:

Type of Service: \_\_\_\_\_ Number of Units: \_\_\_\_\_

Mental Health Services	_____
Case Management Services	_____
Crisis Intervention	_____
Medication Management	_____
Adult Residential	_____

Comments: \_\_\_\_\_

\_\_\_\_\_  
QM Manager Signature

\_\_\_\_\_  
Date

#### **Billing:**

The following units of service are to be backed out based on Utilization Review Procedures:

Type of Service: \_\_\_\_\_ Number of Units: \_\_\_\_\_

Mental Health Services	_____
Case Management Services	_____
Crisis Intervention	_____
Medication Management	_____
Adult Residential	_____
Comments:	

\_\_\_\_\_  
Billing Manager Signature

\_\_\_\_\_  
Date

## EXHIBIT "G"


### CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED

CONTRACTOR and its duly authorized representative(s) understand and agree as follows:

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Mental Health services under this Agreement in and for said CONTRACTOR (claimant), that I have not violated any of the provisions of Section 1090 through 1098 of the Government Code; that any amounts for which reimbursement is claimed herein are in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief all claims submitted for services rendered will, in all respects be true, correct, and in accordance with law. The CONTRACTOR agrees and shall certify under penalty of perjury that all claims for services provided to county mental health clients under this Agreement have been provided to the clients by the CONTRACTOR. The services were, to the best of the CONTRACTOR'S knowledge provided in accordance with the client's written treatment plan. The CONTRACTOR shall also certify that all information submitted to the Behavioral Health Department and the State is accurate and complete. The CONTRACTOR understands that payment of claims under this Agreement will be from Federal and/or State or COUNTY funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State or COUNTY laws. The CONTRACTOR agrees to keep for a minimum period of five years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The CONTRACTOR agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit, California Department of Mental Health, California Department of Justice, Office of the State Controller, U. S. Department of Health and Human Services, County Behavioral Health Department, or their duly authorized representatives. The CONTRACTOR also agrees that services are offered and provided without discrimination based on race, color, national or ethnic origin, sex, age or physical or mental disability.

CONTRACTOR

BY

  
Signature - Authorized Officer

  
Date

**STEVEN ELSON Ph.D.**  
**CHIEF EXECUTIVE OFFICER**

## EXHIBIT "H"

### DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and its duly authorized representative(s) understand, agree and certify as follows:

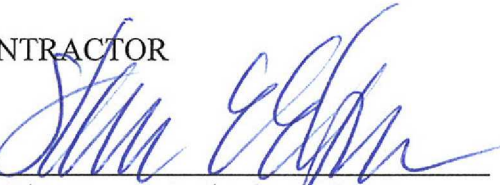
1. By signing this Agreement, CONTRACTOR agrees to comply with federal suspension and debarment regulations found in 45 CFR Part 76. "Debarred" means excluded or disqualified from contracting with the federal, State or local government.
2. By signing this Agreement, CONTRACTOR has made reasonable inquiry and certifies to the best of its knowledge and belief that CONTRACTOR and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR'S certification herein was erroneous when made or (2) CONTRACTOR'S certification herein becomes erroneous by reason of changed circumstances.

CONTRACTOR'S certification herein is a material representation of facts upon which the COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR'S certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR

BY

  
Signature – Authorized Signator

  
Date

**STEVEN ELSON Ph.D.  
CHIEF EXECUTIVE OFFICER**



## EXHIBIT "I"

### LOBBYING CERTIFICATION AND DISCLOSURE

Applicable to any federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

#### 1. Certification and Disclosure Requirements

- (a) each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following Exhibit 'I', consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit "I".
- (b) Each recipient shall file a disclosure entitled "Disclosure of Lobbying Activities – Standard Form –LLL") if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the federal grant.

Form available at: [http://www.adp.ca.gov/NNA/support\\_files.shtml](http://www.adp.ca.gov/NNA/support_files.shtml)

- (c) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b) above. An event that materially affects the accuracy of the information reported includes:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action;
  - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action;
  - iv. Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,



- v. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision.

## 2. Prohibition

Section 1352 of title 31, U.S.C., provides in part that no Federal appropriated funds may be expended, have been paid, or will be paid by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

## 3. Restrictions on Lobbying – Appropriations Act Section 503

- 1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.
- 2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Document 1X) in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Steven E. Elson, PH. D.

Name of Contractor



Printed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

Date

11/24/09

Chief Executive Officer

Title

## **EXHIBIT "J"**

### **Good Neighbor Policy**

The County of Ventura contracts for adult residential facilities committed to providing neighborhood-based treatment services for clients. In addition to the standard County contract language, contractors providing services in the city of Ventura must comply with this good Neighbor Policy.

#### **Facility and Facility Operations**

Each facility shall establish early communication with the affected neighborhoods and communities as a way to (1) identify potential physical impacts on neighborhoods; (2) establish mitigation as necessary; and (3) implement appropriate management practices to minimize neighborhood complaints and encourage consideration of neighbors.

#### **Neighborhood Complaints**

Each facility shall develop a written procedure for handling neighborhood complaints to ensure ease of communication to the appropriate regulatory agency.

The neighborhood complaint process must be available on site so that it is readily accessible upon request.

The written procedure must include a contact number for the County of Ventura liason.

#### **Staff and Resident Conduct**

Staff and residents are expected to conduct themselves in a manner that demonstrates their community members.

Staff and residents are encouraged to be considerate of neighbors when outdoors.

#### **Community Service and Involvement**

In order to foster good relations between the staff and residents of a residential facility and other members of the community where the facility is located, staff and residents are encouraged to participate in community service activities that would tend to foster good will between the recovery community and their neighborhood.