

CONTRACT FOR PROVISION OF
PSYCHIATRIC AND BASIC MEDICAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CEP AMERICA-PSYCHIATRY, PC DBA VITUITY
JULY 1, 2025 THROUGH JUNE 30, 2028

THIS CONTRACT entered into this 1st day of July 2025, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and CEP AMERICA-PSYCHIATRY, PC DBA VITUITY, for profit organization (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Psychiatric and Basic Medical Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	7
III. Amount Not To Exceed	7
IV. Assignment of Debts	8
V. Compliance	8
VI. Confidentiality	12
VII. Conflict of Interest	13
VIII. Cost Report.....	13
IX. Debarment and Suspension Certification	15
X. Delegation, Assignment and Subcontracts.....	16
XI. Dispute Resolution	18
XII. Employee Eligibility Verification	19
XIII. Equipment	19
XIV. Facilities, Payments and Services.....	20
XV. Indemnification and Insurance	20
XVI. Inspections and Audits	25
XVII. Licenses and Laws	25
XVIII. Literature, Advertisements and Social Media.....	27
XIX. Minimum Wage Laws	27
XX. Nondiscrimination.....	27
XXI. Notices.....	30
XXII. Notification of Death	30
XXIII. Notification of Public Events and Meetings	31
XXIV. Patient's Rights	31
XXV. Records Management and Maintenance	32
XXVI. Research and Publication.....	34
XXVII. Revenue	34
XXVIII. Severability.....	34
XXIX. Special Provisions	34
XXX. Status of Contractor	36
XXXI. Term	38

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EXHIBIT A

EXHIBIT B

EXHIBIT C

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2025 through June 30, 2028

Period One means the period from July 1, 2025 through June 30, 2026

Period Two means the period from July 1, 2026 through June 30, 2027

Period Three means the period from July 1, 2027 through June 30, 2028

Amount Not To Exceed:

Period One Amount Not To Exceed: \$3,319,290

Period Two Amount Not To Exceed: \$3,319,290

Period Three Amount Not To Exceed: \$3,319,290

TOTAL AMOUNT NOT TO EXCEED: \$9,957,870

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: XXM7FYH7NBN9

CONTRACTOR TAX ID Number: 81-1306232

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange

Health Care Agency

Procurement and Contract Services

405 West 5th Street, Suite 600

Santa Ana, CA 92701-4637

CONTRACTOR: CEP America-Psychiatry, PC dba Vituity

2100 Powell St., Suite 400

Emeryville, CA 94608

ATTN: David Birdsall, MD, VP & Secretary

Email address: ContractManagement@vituity.com

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
B. AES	Advanced Encryption Standard
C. AIDS	Acquired Immune Deficiency Syndrome
D. ARRA	American Recovery and Reinvestment Act of 2009
E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
F. ASI	Addiction Severity Index
G. ASRS	Alcohol and Drug Programs Reporting System
H. BCP	Business Continuity Plan
I. BHS	Behavioral Health Services
J. BHSA	Behavioral Health Services Act
K. CalOMS	California Outcomes Measurement System
L. CalWORKs	California Work Opportunity and Responsibility for Kids
M. CAP	Corrective Action Plan
N. CCC	California Civil Code
O. CCR	California Code of Regulations
P. CD/DVD	Compact Disc/Digital Video or Versatile Disc
Q. CEO	County Executive Office
R. CESI	Client Evaluation of Self at Intake
S. CEST	Client Evaluation of Self and Treatment
T. CFDA	Catalog of Federal Domestic Assistance
U. CFR	Code of Federal Regulations
V. CHPP	COUNTY HIPAA Policies and Procedures
W. CHS	Correctional Health Services
X. CIPA	California Information Practices Act
Y. CMPPA	Computer Matching and Privacy Protection Act
Z. COI	Certificate of Insurance
AA. CPA	Certified Public Accountant
AB. CSW	Clinical Social Worker
AC. DHCS	California Department of Health Care Services
AD. D/MC	Drug/Medi-Cal
AE. DoD	US Department of Defense
AF. DPFS	Drug Program Fiscal Systems
AG. DRP	Disaster Recovery Plan
AH. DRS	Designated Record Set

1	AI. DSM	Diagnostic and Statistical Manual of Mental Disorders
2	AJ. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
3	AK. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
4	AL. E-Mail	Electronic Mail
5	AM. EEOC	Equal Employment Opportunity Commission
6	AN. EHR	Electronic Health Records
7	AO. EOC	Equal Opportunity Clause
8	AP. ePHI	Electronic Protected Health Information
9	AQ. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
10	AR. FFS	Fee For Service
11	AS. FIPS	Federal Information Processing Standards
12	AT. FSP	Full Service Partnership
13	AU. FTE	Full Time Equivalent
14	AV. GAAP	Generally Accepted Accounting Principles
15	AW. HCA	County of Orange Health Care Agency
16	AX. HHS	Federal Health and Human Services Agency
17	AY. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
18		Law 104-191
19	AZ. HITECH Act	Health Information Technology for Economic and Clinical Health
20		Act, Public Law 111-005
21	BA. HIV	Human Immunodeficiency Virus
22	BB. HSC	California Health and Safety Code
23	BC. ID	Identification
24	BD. IEA	Information Exchange Agreement
25	BE. IRIS	Integrated Records and Information System
26	BF. ISO	Insurance Services Office
27	BG. ITC	Indigent Trauma Care
28	BH. LCSW	Licensed Clinical Social Worker
29	BI. MAT	Medication Assisted Treatment
30	BJ. MFT	Marriage and Family Therapist
31	BK. MH	Mental Health
32	BL. MHP	Mental Health Plan
33	BM. MHS	Mental Health Specialist
34	BN. MHSA	Mental Health Services Act
35	BO. MSN	Medical Safety Net
36	BP. NIH	National Institutes of Health
37	BQ. NIST	National Institute of Standards and Technology

1	BR. NPI	National Provider Identifier
2	BS. NPP	Notice of Privacy Practices
3	BT. NPPES	National Plan and Provider Enumeration System
4	BU. OCJS	Orange County Jail System
5	BV. OCPD	Orange County Probation Department
6	BW. OCR	Federal Office for Civil Rights
7	BX. OCSD	Orange County Sheriff's Department
8	BY. OIG	Federal Office of Inspector General
9	BZ. OMB	Federal Office of Management and Budget
10	CA. OPM	Federal Office of Personnel Management
11	CB. P&P	Policy and Procedure
12	CC. PA DSS	Payment Application Data Security Standard
13	CD. PATH	Projects for Assistance in Transition from Homelessness
14	CE. PC	California Penal Code
15	CF. PCI DSS	Payment Card Industry Data Security Standards
16	CG. PCS	Post-Release Community Supervision
17	CH. PHI	Protected Health Information
18	CI. PI	Personal Information
19	CJ. PII	Personally Identifiable Information
20	CK. P&P	Policy and Procedure
21	CL. PRA	California Public Records Act
22	CM. PSC	Professional Services Contract System
23	CN. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
24	CO. SIR	Self-Insured Retention
25	CP. SMA	Statewide Maximum Allowable (rate)
26	CQ. SOW	Scope of Work
27	CR. SUD	Substance Use Disorder
28	CS. UMDAP	Uniform Method of Determining Ability to Pay
29	CT. UOS	Units of Service
30	CU. USC	United States Code
31	CV. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of, the terms of

1 this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or
2 agents shall be valid unless made in the form of a written amendment to this Contract, which has been
3 formally approved and executed by both parties.

4 5 **III. AMOUNT NOT TO EXCEED**

6 A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this
7 Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified in
8 the Referenced Contract Provisions of this Contract.

9 B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten
10 percent (10%) of Period One funding for this Contract.

11 12 **IV. ASSIGNMENT OF DEBTS**

13 Unless this Contract is followed without interruption by another contract between the Parties hereto
14 for the same services and substantially the same scope, at the termination of this Contract,
15 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons
16 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of
17 these persons, specifying the date of assignment, the County of Orange as assignee, and the address to
18 which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons,
19 shall be immediately given to COUNTY.

20 21 **V. COMPLIANCE**

22 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
23 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
24 programs.

25 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
26 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
27 General Compliance and Annual Provider Trainings.

28 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
29 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
30 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
31 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
32 by ADMINISTRATOR's Compliance Officer as described in this Paragraph V (COMPLIANCE). These
33 elements include:

- 34 a. Designation of a Compliance Officer and/or compliance staff.
35 b. Written standards, policies and/or procedures.
36 c. Compliance related training and/or education program and proof of completion.
37 d. Communication methods for reporting concerns to the Compliance Officer.

- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own Compliance program to ADMINISTRATOR, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance Program and Code of Conduct contain all required elements to ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that CONTRACTOR's compliance program, code of conduct and any Compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per

1 year; except that any such individuals shall become Covered Individuals at the point when they work more
2 than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all
3 Covered Individuals relative to this Contract are made aware of ADMINISTRATOR's Compliance
4 Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance
5 program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its
6 own).

7 2. An Ineligible Person shall be any individual or entity who:

8 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal
9 and state health care programs; or

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

13 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
14 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
15 Contract.

16 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
17 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
18 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
19 of California health programs and have not been excluded or debarred from participation in any federal
20 or state health care programs, and to further represent to CONTRACTOR that they do not have any
21 Ineligible Person in their employ or under contract.

22 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
23 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
24 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
25 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

26 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
27 and state funded health care services by contract with COUNTY in the event that they are currently
28 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
29 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
30 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
31 business operations related to this Contract.

32 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
33 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
34 Such individual or entity shall be immediately removed from participating in any activity associated with
35 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
36 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly
37 return any overpayments within forty-five (45) business days after the overpayment is verified by

ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTOR that has acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

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

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

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract.

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

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

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. If CONTRACTOR documents services provided under this Contract, then CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. If CONTRACTOR documents services provided under this Contract, then CONTRACTOR

1 shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement
2 of any kind.

3 3. If CONTRACTOR documents services provided under this Contract, then CONTRACTOR
4 shall bill only for those eligible services actually rendered which are also fully documented. When such
5 services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services
6 provided and must ensure compliance with all billing and documentation requirements.

7 4. If CONTRACTOR documents services provided under this Contract, then CONTRACTOR
8 shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and
9 when, any such problems or errors are identified.

10 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
11 days after the overpayment is verified by ADMINISTRATOR.

12 6. CONTRACTOR shall meet the HCA Quality Assessment and Performance Improvement
13 Standards established by Quality Management Services (QMS) and participate in the quality improvement
14 activities developed in the implementation of the DMC-ODS /// MHP Quality Management Program.

15 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
16 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
17 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
18 §1810.410.subds.(c)-(d).

19 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
20 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
21 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
22 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
23 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such
24 default.

25 26 **VI. CONFIDENTIALITY**

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

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

34 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
35 consents for the release of information from all persons served by CONTRACTOR pursuant to this
36 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part
37 2.6, relating to confidentiality of medical information.

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

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's officers, directors, employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties. CONTRACTOR shall notify COUNTY, in writing, of any potential or actual conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known county public officer's child is an officer or director or, or has an ownership interest of ten (10) percent or more in, CONTRACTOR. While CONTRACTOR must provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY upon request by COUNTY. County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this Contract, employ any COUNTY employee for any purpose.

A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by

1 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
2 CONTRACTOR has multiple contracts for mental health services that are administered by HCA,
3 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
4 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY
5 no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost
6 Reports to be incorporated into a consolidated Cost Report.

7 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated
8 Cost Report within the time period specified above, ADMINISTRATOR has sole discretion to impose
9 one or both of the following:

10 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
11 business day after the above specified due date that the accurate and complete individual and/or
12 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion
13 of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual
14 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

15 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
16 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the individual
17 and/or consolidated Cost Report is delivered to ADMINISTRATOR.

18 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
19 individual and/or consolidated Cost Report setting forth good cause for justification of the request.
20 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
21 unreasonably denied.

22 3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or
23 consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of
24 this Contract, and CONTRACTOR has not entered into a subsequent or new contract for any other
25 services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the
26 Contract shall be immediately reimbursed to COUNTY.

27 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
28 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
29 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are
30 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
31 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

32 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
33 applicable revenues and late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth in the
34 Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to
35 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
36 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
37 subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by

CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. Unless approved by ADMINISTRATOR, costs that exceed the County Contract Rates (CCR) Statewide per Medi-Cal Unit of Service, as determined by the DHCS, shall be non-reimbursable to CONTRACTOR.

E. In the event that CONTRACTOR is authorized to bill Clients or third-party (including governmental) payers for billable services as described in the Budget Paragraph of Exhibit A to this Contract and is authorized to retain unanticipated revenues, CONTRACTOR shall specify in the Cost Report the services rendered with such revenues.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
 Name _____
 Title _____
 Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,

1 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
2 above.

3 4. Have not within a three-year period preceding this Contract had one or more public
4 transactions (federal, state, or local) terminated for cause or default.

5 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
6 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended,
7 declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the
8 State of California.

9 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
10 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions
11 with sub-grantees and/or contractors) in all solicitations for lower tier covered transactions in accordance
12 with 2 CFR Part 376.

13 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and
14 Coverage sections of the rules implementing 51 F.R. 6370.

15 16 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

17 A. No performance of this Contract or any portion thereof may be subcontracted or otherwise
18 delegated by CONTRACTOR, in whole or in part, without first obtaining the prior express written consent
19 of COUNTY. Any attempt by CONTRACTOR to subcontract or delegate any performance of this
20 Contract without the prior express written consent of COUNTY shall be invalid and shall constitute a
21 material breach of this Contract, and any attempted assignment or delegation in derogation of this
22 paragraph shall be void. In the event that CONTRACTOR is authorized by COUNTY to subcontract, this
23 Contract shall take precedence over the terms of the agreement between CONTRACTOR and
24 subcontractor, and any agreement between CONTRACTOR and a subcontractor shall incorporate by
25 reference the terms of this Contract. CONTRACTOR shall remain responsible for the performance of this
26 Contract and indemnification of COUNTY notwithstanding COUNTY's consent to CONTRACTOR's
27 request for approval of a subcontractor. Under no circumstances shall COUNTY be required to directly
28 monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored
29 by CONTRACTOR and must meet the approval of the County of Orange pursuant to the terms of this
30 Contract.

31 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
32 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
33 new owners shall be required under the terms of sale or other instruments of transfer to assume
34 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction
35 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
36 the prior written consent of COUNTY.

37 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to

1 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
2 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
3 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
4 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
5 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

6 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
7 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
8 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
9 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
10 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
11 delegation in derogation of this subparagraph shall be void.

12 3. If CONTRACTOR is a governmental organization, any change to another structure,
13 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
14 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
15 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
16 subparagraph shall be void.

17 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
18 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
19 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
20 the effective date of the assignment.

21 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
22 CONTRACTOR shall provide written notification within thirty (30) calendar days to
23 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
24 governing body of CONTRACTOR at one time.

25 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
26 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
27 COUNTY for the provision of services under the Contract.

28 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means
29 of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the
30 requirements of this Contract as they relate to the service or activity under subcontract, include any
31 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR
32 prior to the beginning of service delivery.

33 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
34 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
35 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
36 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

37 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY

1 pursuant to this Contract.

2 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts
3 claimed for subcontracts not approved in accordance with this paragraph.

4 4. This provision shall not be applicable to service agreements usually and customarily entered
5 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
6 provided by consultants.

7 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
8 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
9 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
10 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as
11 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to
12 or during the period of Contract performance. While CONTRACTOR must provide this information
13 without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of
14 interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in
15 these areas whenever requested by COUNTY.

16 17 **XI. DISPUTE RESOLUTION**

18 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
19 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
20 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
21 the attention of the County Purchasing Agent by way of the following process:

22 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
23 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving
24 this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

25 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
26 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
27 a written statement signed by an authorized representative indicating that the demand is made in good
28 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects
29 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

30 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
31 CONTRACTOR must proceed diligently with the performance of services secured via this
32 Contract, including the delivery of goods and/or provision of services. CONTRACTOR's failure to
33 proceed diligently shall be considered a material breach of this Contract.

34 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall
35 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision
36 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
37 decision adverse to CONTRACTOR's contentions.

1 D. This Contract has been negotiated and executed in the State of California and shall be governed
2 by and construed under the laws of the State of California. In the event of any legal action to enforce or
3 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
4 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such
5 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree
6 to waive any and all rights to request that an action be transferred for adjudication to another county.

7 8 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

9 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
10 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
11 consultants performing work under this Contract meet the citizenship or alien status requirement set forth
12 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and
13 consultants performing work hereunder, all verification and other documentation of employment
14 eligibility status required by federal or state statutes and regulations including, but not limited to, the
15 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they
16 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
17 employees, subcontractors, and consultants for the period prescribed by the law.

18 19 **XIII. EQUIPMENT**

20 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
21 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
22 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
23 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or
24 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
25 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other
26 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI or PII,
27 are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets,
28 audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in
29 whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

30 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
31 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall
32 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
33 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
34 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased
35 asset in an Equipment inventory.

36 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
37 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to

Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Contract is followed without interruption by another contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIV. FACILITIES, PAYMENTS AND SERVICES

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

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
2 including but not limited to personal injury or property damage, arising from or related to the services,
3 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
6 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
7 a jury apportionment.

8 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
9 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary
10 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on
12 deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing
13 work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same
14 terms and conditions as set forth herein for CONTRACTOR.

15 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
16 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR’s insurance as an
17 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
18 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
19 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
20 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
21 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
22 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
23 representative(s) at any reasonable time.

24 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
25 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
26 CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved,
27 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
28 Contract, agrees to all of the following:

29 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability,
30 claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or subcontractor’s
31 performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with
32 counsel approved by Board of Supervisors against same; and

33 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any
34 duty to indemnify or hold harmless; and

35 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
36 which the duty to defend stated above applies, and CONTRACTOR’s SIR provision shall be interpreted
37 as though CONTRACTOR was an insurer and COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims made or occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

1 1. The Commercial General Liability policy shall contain the following endorsements, which
2 shall accompany the COI:

3 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as
4 broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees*
5 as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***
6 ***CONTRACT.***

7 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
8 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance
9 maintained by the County of Orange shall be excess and non-contributing.

10 2. The Network Security and Privacy Liability policy shall contain the following endorsements
11 which shall accompany the COI:

12 a. An Additional Insured endorsement naming *the County of Orange, its elected and*
13 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

14 b. A primary and non-contributing endorsement evidencing that CONTRACTOR's
15 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
16 excess and non-contributing.

17 J. All insurance policies required by this Contract shall waive all rights of subrogation against the
18 County of Orange, its elected and appointed officials, officers, agents and employees when acting within
19 the scope of their appointment or employment.

20 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
21 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
22 *officers, agents and employees,* or provide blanket coverage, which will state ***AS REQUIRED BY***
23 ***WRITTEN CONTRACT.***

24 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
25 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
26 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach
27 of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this
28 Contract.

29 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
30 "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
31 the completion of the Contract.

32 N. The Commercial General Liability policy shall contain a "severability of interests" clause also
33 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

34 O. Insurance certificates should be forwarded to the department address specified in the Referenced
35 Contract Provisions of this Contract.

36 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
37 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation

1 hereunder and grounds for COUNTY to suspend or terminate this Contract.

2 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
3 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in
4 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect
5 COUNTY.

6 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
7 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
8 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
9 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
10 all legal remedies.

11 S. The procuring of such required policy or policies of insurance shall not be construed to limit
12 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this
13 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

14 T. SUBMISSION OF INSURANCE DOCUMENTS

15 1. The COI and endorsements shall be provided to COUNTY as follows:
16 a. Prior to the start date of this Contract.
17 b. No later than the expiration date for each policy.
18 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
19 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

20 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the
21 Referenced Contract Provisions of this Contract.

22 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
23 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
24 sole discretion to impose one or both of the following:

25 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
26 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the required
27 COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to
28 ADMINISTRATOR.

29 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
30 COI or endorsement for each business day, pursuant to any and all contracts between COUNTY and
31 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
32 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

33 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
34 CONTRACTOR's monthly invoice.

35 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
36 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
37 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XVI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a Client complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

XVII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,

1 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
2 regulations and requirements of the United States, the State of California, COUNTY, and all other
3 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
4 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
5 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
6 cause for termination of this Contract.

7 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
8 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and
9 requirements shall include, but not be limited to, the following:

- 10 1. ARRA of 2009.
- 11 2. Trafficking Victims Protection Act of 2000.
- 12 3. WIC, Division 5, Community Mental Health Services.
- 13 4. WIC, Division 6, Admissions and Judicial Commitments.
- 14 5. WIC, Division 7, Mental Institutions.
- 15 6. HSC, §§1250 et seq., Health Facilities.
- 16 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 17 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 18 9. CCR, Title 17, Public Health.
- 19 10. CCR, Title 22, Social Security.
- 20 11. CFR, Title 42, Public Health.
- 21 12. CFR, Title 45, Public Welfare.
- 22 13. USC Title 42. Public Health and Welfare.
- 23 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 24 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 25 16. 42 USC §1857, et seq., Clean Air Act.
- 26 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 27 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 28 19. Policies and procedures set forth in Mental Health Services Act.
- 29 20. Policies and procedures set forth in DHCS Letters.
- 30 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 31 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
32 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
33 42 CFR, Section 438, Managed Care Regulations.
- 34 23. 42 CFR, Section 438, Managed Care Regulations.

35 D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide
36 treatment and bill for services provided to Medi-Cal eligible Clients while working under the terms of this
37 Contract.

1 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or waivers
2 to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.
3

4 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

5 A. Any written information or literature, including educational or promotional materials, distributed
6 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this
7 Contract must be approved at least thirty (30) calendar days in advance and in writing by
8 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
9 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
10 and electronic media such as the Internet.

11 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
12 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract
13 must be approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

14 C. If CONTRACTOR uses social media (such as Facebook, X, YouTube or other publicly available
15 social media sites) in support of the services described within this Contract, CONTRACTOR shall develop
16 social media policies and procedures and have them available to ADMINISTRATOR upon reasonable
17 notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either
18 directly or indirectly support the services described within this Contract. CONTRACTOR shall comply
19 with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in
20 support of the services described within this Contract. CONTRACTOR shall also
21 include any required funding statement information on social media when required by
22 ADMINISTRATOR.

23 D. Any information as described in Subparagraphs A., B. and C. above shall not imply endorsement
24 by COUNTY, unless ADMINISTRATOR consents thereto in writing.
25

26 **XIX. MINIMUM WAGE LAWS**

27 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
28 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
29 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to
30 this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors
31 or other persons providing services pursuant to this Contract on behalf of CONTRACTOR also pay their
32 employees no less than the greater of the federal or California Minimum Wage.

33 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
34 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
35 pursuant to providing services pursuant to this Contract.

36 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
37 where applicable, shall comply with the prevailing wage and related requirements, as provided for in

1 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
2 of California (§§1770, et seq.), as it now exists or may hereafter be amended.

3
4 **XX. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

6 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in
7 the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or
8 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
9 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
10 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
11 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
12 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
13 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
15 gender expression, age, sexual orientation, or military and veteran status.

16 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
17 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
18 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
19 for training, including apprenticeship.

20 3. CONTRACTOR shall not discriminate between employees with spouses and employees with
21 domestic partners, or discriminate between domestic partners and spouses of those employees, in the
22 provision of benefits.

23 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
24 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
25 Commission setting forth the provisions of the EOC.

26 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
27 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
28 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
29 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
30 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
31 fulfilled by use of the term EOE.

32 6. Each labor union or representative of workers with which CONTRACTOR and/or
33 subcontractor has a collective bargaining contract or other contract or understanding must post a notice
34 advising the labor union or workers' representative of the commitments under this Nondiscrimination
35 Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants
36 for employment.

37 **B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not**

discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Client or potential Client any service, benefit, or accommodation.
2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.

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

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

b. Throughout the problem resolution and grievance process, Client rights shall be maintained, including access to COUNTY's Patients' Rights Office at any point in the process. Clients shall be informed of their right to access COUNTY's Patients' Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with

the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

XXI. NOTICES

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

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by Email; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

XXII. NOTIFICATION OF DEATH

1 A. Upon becoming aware of the death of any person served pursuant to this Contract,
2 CONTRACTOR shall immediately notify ADMINISTRATOR.

3 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the
4 name of the deceased, the date and time of death, the nature and circumstances of the death, and the
5 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

6 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
7 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
8 pursuant to this Contract; notice need only be given during normal business hours.

9 2. WRITTEN NOTIFICATION

10 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via
11 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware
12 of the death due to non-terminal illness of any person served pursuant to this Contract.

13 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
14 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
15 of the death due to terminal illness of any person served pursuant to this Contract.

16 c. When notification via encrypted email is not possible or practical, CONTRACTOR must
17 hand deliver or must fax said notification to a number approved by COUNTY in writing.

18 C. If there are any questions regarding the cause of death of any person served pursuant to this
19 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
20 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
21 Notification of Death Paragraph.

22
23 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

24 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole
25 or in part by COUNTY, except for those events or meetings that are intended solely to serve Clients or
26 occur in the normal course of business.

27 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
28 any applicable public event or meeting. The notification must include the date, time, duration, location
29 and purpose of the public event or meeting. Any promotional materials or event related flyers must be
30 approved by ADMINISTRATOR prior to distribution.

31
32 **XXIV. PATIENT'S RIGHTS**

33 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
34 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations
35 readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and
36 envelopes readily accessible to Clients to take without having to request it on the unit.

37 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an

1 internal grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

2 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'
3 rights, and/or utilization management guidelines and procedures. The Client has the right to utilize either
4 or both grievance process simultaneously in order to resolve their dissatisfaction.

5 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory
6 rights violation or a denial or abuse complaint with COUNTY Patients' Rights Office. The Patients'
7 Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve
8 ADMINISTRATOR's Director of Behavioral Health Care and the State Patients' Rights Office.

9 C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to
10 CONTRACTOR, appeal to COUNTY Patients' Rights Office, file a grievance, and file a Title IX
11 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the grievance,
12 and attempt to resolve the matter.

13 D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of
14 COUNTY Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

15 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

16 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
17 this Contract, prepare, maintain and manage records appropriate to the services provided and in
18 accordance with this Contract and all applicable requirements.

19 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
20 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records
21 shall include, but not be limited to, individual patient charts and utilization review records.

22 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
23 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
24 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

25 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
26 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
27 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
28 principles of reimbursement and GAAP.

29 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
30 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
31 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
32 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

33 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
34 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
35 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent
36 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state
37

1 regulations and/or COUNTY policies.

2 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
3 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and
4 implement written record management procedures.

5 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
6 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations
7 and/or settlement of claims.

8 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following
9 discharge of the participant, client and/or patient.

10 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
11 billings (if applicable), and revenues available for review upon reasonable advance request.
12 CONTRACTOR maintains its records at its principle place of business in Emeryville, California.

13 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
14 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
15 information that is requested by the PRA request.

16 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
17 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request
18 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or
19 for a covered entity that is:

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

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

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

25 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
26 with the terms of this Contract and common business practices. If documentation is retained
27 electronically, CONTRACTOR shall, in the event of an audit or site visit:

28 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
29 or site visit.

30 2. Provide auditor or other authorized individuals access to documents via a computer terminal.

31 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
32 requested.

33 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
34 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
35 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
36 regulation, and copy ADMINISTRATOR on such notifications.

37 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or

1 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
2 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

4 **XXVI. RESEARCH AND PUBLICATION**

5 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
6 or developed, as a result of this Contract for the purpose of personal or professional research, or for
7 publication.

9 **XXVII. REVENUE**

10 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
11 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
12 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
13 according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform
14 Method of Determining Ability to Pay” procedure or by any other payment procedure as approved in
15 advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee
16 shall not exceed the actual cost of services provided. No Client shall be denied services because of an
17 inability to pay.

18 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
19 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
20 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

21 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
22 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide
23 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
24 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
25 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

26 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
27 persons other than individuals or groups eligible for services pursuant to this Contract.

29 **XXVIII. SEVERABILITY**

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

36 **XXIX. SPECIAL PROVISIONS**

37 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following

1 purposes:

- 2 1. Making cash payments to intended recipients of services through this Contract.
- 3 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
- 4 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
- 5 of appropriated funds to influence certain federal contracting and financial transactions).
- 6 3. Fundraising.
- 7 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 8 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
- 9 Directors or governing body.
- 10 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
- 11 for expenses or services.
- 12 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 13 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 14 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 15 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 16 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
- 17 may be found at www.opm.gov.
- 18 8. Severance pay for separating employees.
- 19 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 20 codes and obtaining all necessary building permits for any associated construction.
- 21 10. Supplanting current funding for existing services.

22 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
23 shall not use the funds provided by means of this Contract for the following purposes:

- 24 1. Funding travel or training (excluding mileage or parking).
- 25 2. Making phone calls outside of the local area unless documented to be directly for the purpose
- 26 of Client care.
- 27 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 28 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 29 contribute to the quality of services to be provided pursuant to this Contract.
- 30 5. Purchasing or improving land, including constructing or permanently improving any building
- 31 or facility, except for tenant improvements.
- 32 6. Providing inpatient hospital services or purchasing major medical equipment.
- 33 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
- 34 (matching).
- 35 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 36 CONTRACTOR's Clients.
- 37

XXX. STATUS OF CONTRACTOR

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

XXXI. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR is obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

XXXII. TERMINATION

A. Either party may terminate this Contract, without cause, upon thirty (30) calendar days' written notice given the other party.

B. CONTRACTOR is responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to

1 another entity without the prior written consent of COUNTY.

2 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
3 required pursuant to this Contract.

4 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
5 Contract.

6 6. The continued incapacity of any physician or licensed person to perform duties required
7 pursuant to this Contract.

8 7. Unethical conduct or malpractice by any physician or licensed person providing services
9 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
10 removes such physician or licensed person from serving persons treated or assisted pursuant to this
11 Contract.

12 D. CONTINGENT FUNDING

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

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

16 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
17 approved by the Board of Supervisors.

18 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
19 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given
20 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
21 CONTRACTOR shall not be obligated to accept the renegotiated terms.

22 E. In the event this Contract is suspended or terminated prior to the completion of the term as
23 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
24 sole discretion, reduce the Total Amount Not To Exceed of this Contract to be consistent with the reduced
25 term of the Contract.

26 F. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

31 3. Until the date of termination, continue to provide the same level of service required by this
32 Contract.

33 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
34 upon request, all Client information and records to the extent maintained by CONTRACTOR deemed
35 necessary by ADMINISTRATOR to effect an orderly transfer.

36 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
37 Client's best interests.

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

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

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

9. Provide written notice of termination of services to each Client being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

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

XXXIII. THIRD PARTY BENEFICIARY

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

XXXIV. WAIVER OF DEFAULT OR BREACH

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

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SIGNATURE PAGE

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

CEP AMERICA-PSYCHIATRY, PC DBA VITUITY

Signed by:
BY: David Birdsall, MD DATED: 3/21/2025
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TITLE: Admin VP of Operation

COUNTY OF ORANGE

BY: _____ DATED: _____
PURCHASING AGENT/DESIGNEE

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

Signed by:
BY: Brittany McLean DATED: 3/21/2025
71CFE638662E411...
DEFUTY

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

EXHIBIT A
CONTRACT FOR PROVISION OF
PSYCHIATRIC AND BASIC MEDICAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CEP AMERICA-PSYCHIATRY, PC DBA VITUTY
JULY 1, 2025, THROUGH JUNE 30, 2028

I. COMMON TERMS AND DEFINITIONS

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

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

3. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

4. Benefits Specialist means a specialized position that would primarily be responsible for coordinating client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used inter-changeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among clients and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers or other credible clients have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.

6. Care Coordinator means a MHS, CSW, or MFT that provides mental health, crisis intervention and case management services to those Clients who seek services in COUNTY operated outpatient programs.

7. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to client needs in the most effective way possible. This includes supportive assistance to the Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

8. CAT means Crisis Assessment Team and provides 24-hour mobile response services to any adult who has a mental health emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for Clients who are in mental health crisis. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations as necessary, and provides case management, linkage and follow up services for Clients evaluated.

9. Client means an individual referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who is living with a serious and persistent mental health condition.

10. Clinical Director means an individual who meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health setting.

11. Crisis Residential Program means a program that provides short-term Crisis Residential Services to adults who are in mental health crises and may be at risk of psychiatric hospitalization. Clients are referred from Adult and Older Adult Behavioral Health Services or COUNTY-contracted mental health providers. The program operates 24 hours a day, 7 days a week and emulates a home-like environment. Intensive psychosocial services are provided on a client and group basis by mental health professionals, including therapy, crisis intervention, group education, assistance with self-administration of medications and case management. The focus is on recovery and intensive mental health treatment, management and discharge planning, linkage, and reintegration into the community. The average length of stay per client is fourteen (14) calendar days.

12. Crisis Stabilization Unit (CSU) means a mental health crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing mental health crises that cannot wait until regularly scheduled appointments. Crisis Stabilization services include psychiatric evaluations, counseling/therapy provided by Licensed CSWs or MFTs, nursing

1 assessments, collateral services that include consultations with family, significant others and outpatient
2 providers, client and family education, crisis intervention services, basic medical services, medication
3 services, and referrals and linkages to the appropriate level of continuing care and community services,
4 including Peer Specialist and Peer Mentoring services. As a designated outpatient facility, the CSU may
5 evaluate and treat Clients for no longer than 23 hours and 59 minutes. The primary goal of the CSU is to
6 help stabilize the crises and begin treating Clients in order to refer them to the most appropriate, least
7 restrictive, non-hospital setting when indicated or to facilitate admission to psychiatric inpatient units
8 when the need for this level of care is present.

9 13. CSW means Clinical Social Worker and refers to an individual who meets the minimum
10 professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
11 post-master's clinical experience in a mental health setting.

12 a. 3 M's means the Quarterly Assessment Form that is completed for each Client every
13 three months in the approved data collection system.

14 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the
15 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working
16 on strategies for gathering new data from the Clients' perspective, which will improve understanding of
17 Clients' needs and desires towards furthering their Recovery. This individual shall provide feedback to
18 the program and work collaboratively with the employment specialist, education specialist, benefits
19 specialist, and other staff in the program in strategizing improved outcomes in these areas. This position
20 is responsible for attending all data and outcome related meetings and ensuring that program is being
21 proactive in all data collection requirements and changes at the local and state level.

22 c. Data Certification means the process of reviewing State and COUNTY mandated
23 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data
24 is accurate.

25 d. KET means Key Event Tracking and refers to the tracking of a Client's movement or
26 changes in the approved data collection system. A KET must be completed and entered accurately each
27 time CONTRACTOR reports a change from previous client status in certain categories. These categories
28 include residential status, employment status, education, and benefits establishment.

29 e. PAF means Partnership Assessment Form and refers to the baseline assessment for each
30 Client that must be completed and entered into data collection system within thirty (30) calendar days of
31 the partnership date.

32 14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
33 Diagnosis of the Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
34 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
35 recorded on all IRIS documents, as appropriate.

36 15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
37 providing client services. DSH credit is obtained for providing mental health, case management,

1 medication support and a crisis intervention service to any Client open in IRIS, which includes both
2 billable and non-billable services.

3 16. Engagement means the process by which a trusting relationship between worker and Client(s)
4 is established with the goal to link the Client(s) to the appropriate services. Engagement of Client(s) is the
5 objective of a successful Outreach.

6 17. Face-to-Face means an encounter between Client and provider where they are both physically
7 present.

8 18. FSP means Full-Service Partnership and refers to a type of program described by the State in
9 the requirements for COUNTY plan for use of MHSA funds and which includes Clients being a full
10 partner in the development and implementation of their treatment plan.

11 a. A FSP is an evidence-based and strengths-based model, with the focus on the Client
12 rather than the disease. Multi-disciplinary teams will be established including the Client, Psychiatrist, and
13 PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse, MFT, CSW,
14 peer specialist, and family members.

15 b. The ideal client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1),
16 ensuring relationship building and intense service delivery.

17 c. FSP services will include, but not be limited to, the following:

- 18 1) Crisis management;
- 19 2) Housing Services;
- 20 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case
21 management;
- 22 4) Community-based Wraparound Recovery Services;
- 23 5) Vocational and Educational services;
- 24 6) Job Coaching/Developing;
- 25 7) Client employment;
- 26 8) Money management/Representative Payee support;
- 27 9) Flexible Fund account for immediate needs;
- 28 10) Transportation;
- 29 11) Illness education and self-management;
- 30 12) Medication Support;
- 31 13) Co-occurring Services;
- 32 14) Linkage to financial benefits/entitlements;
- 33 15) Family and Peer Support; and
- 34 16) Supportive socialization and meaningful community roles.

35 d. Client services are focused on Recovery and harm reduction to encourage the highest
36 level of client empowerment and independence achievable. PSCs will meet with the Client in their current
37 community setting and will develop a supportive relationship with the Client served. Substance abuse

1 treatment will be integrated into services and provided by the Client's team to Clients with a co-occurring
2 disorder.

3 e. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including
4 those who are dually diagnosed, in a partnership to achieve the Client's wellness and Recovery goals.
5 Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is
6 to assist the Client's progress through pre-determined quality of life outcome domains (housing, decreased
7 jail, decreased hospitalization, increased education involvement, increased employment opportunities and
8 retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Clients
9 move through the continuum of Recovery and evidence by progressing to lower level of care or out of the
10 "intensive case management need" category.

11 19. Housing Specialist means a specialized position dedicated to developing the full array of
12 housing options for their program and monitoring their suitability for the population served in accordance
13 with the minimal housing standards policy set by COUNTY for their program. This individual is also
14 responsible for assisting Clients with applications to low-income housing, housing subsidies, senior
15 housing, etc.

16 20. Client Services and Support Funds – Flexible Funds means funds intended for use to provide
17 Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their
18 mental health issues and their overall quality of life. Flexible Funds are generally categorized as housing,
19 client transportation, food, clothing, medical and miscellaneous expenditures that are appropriate to
20 support Client's mental health treatment activities.

21 21. Intake means the initial meeting between a Client and CONTRACTOR's staff and includes
22 an evaluation to determine if the Client meets program criteria and is willing to seek services.

23 22. Intern means an individual enrolled in an accredited graduate program accumulating
24 clinically supervised work experience hours as part of fieldwork, internship, or practicum requirements.
25 Acceptable graduate programs include all programs that assist the student in meeting the educational
26 requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

27 23. IRIS means Integrated Records Information System and refers to a collection of applications
28 and databases that serve the needs of programs within COUNTY and includes functionality such as
29 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance
30 with regulatory requirements, electronic medical records and other relevant applications.

31 24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
32 employment opportunities for the Clients and matching the job to the Client's strengths, abilities, desires,
33 and goals. This position will also integrate knowledge about career development and job preparation to
34 ensure successful job retention and satisfaction of both employer and employee.

35 25. Medical Necessity means the requirements as defined in the Orange County MHP Medical
36 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment
37 Criteria and Intervention Related Criteria.

1 26. Member Advisory Board means a member-driven board, which shall direct the activities,
2 provide recommendations for ongoing program development and create the rules of conduct for the
3 program.

4 27. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
5 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
6 social adjustment and/or vocational adjustment.

7 28. Mental Health Services means interventions designed to provide the maximum reduction of
8 mental disability and restoration or maintenance of functioning consistent with the requirements for
9 learning, development and enhanced self-sufficiency. Services shall include:

10 a. Assessment means a service activity, which may include a clinical analysis of the history
11 and current status of a Client's mental, emotional, or mental health disorder, relevant cultural issues and
12 history, Diagnosis and the use of testing procedures.

13 b. Collateral means a significant support person in a Client's life and is used to define
14 services provided to them with the intent of improving or maintaining the mental health status of the
15 Client. The Client may or may not be present for this service activity.

16 c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated
17 Treatment programs, Clients who receive a combined treatment for mental health issues and substance
18 abuse disorders from the same practitioner or treatment team.

19 d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
20 behalf of a Client for a condition that requires more timely response than a regularly scheduled visit.
21 Service activities may include, but are not limited to, assessment, collateral and therapy.

22 e. Medication Support Services means those services provided by a licensed physician,
23 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
24 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
25 symptoms of mental health disorders. These services also include evaluation and documentation of the
26 clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and
27 response to medication, as well as obtaining informed consent, providing medication education and plan
28 development related to the delivery of the service and/or assessment of the Client.

29 f. Rehabilitation Service means an activity which includes assistance in improving,
30 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and
31 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
32 medication education.

33 g. Targeted Case Management means services that assist a Client to access needed medical,
34 educational, social, prevocational, vocational, rehabilitative, or other community services. The service
35 activities may include, but are not limited to, communication, coordination and referral; monitoring
36 service delivery to ensure client access to service and the service delivery system; monitoring of the
37 Client's progress; and plan development.

1 h. Therapy means a service activity which is a therapeutic intervention that focuses
2 primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered
3 to a Client or group of Clients which may include family therapy in which the Client is present.

4 29. Mental Health Worker means an individual that assists in planning, developing and
5 evaluating mental health services for Clients; provides liaison between Clients and service providers; and
6 has obtained a Bachelor's degree in a mental health science field such as psychology, counseling, or social
7 work, or has two years of experience providing services to clients experiencing mental health, drug abuse
8 or alcohol disorders. Education in a mental health science field such as psychology, counseling, or social
9 work may be substituted for up to one year of the experience requirement.

10 30. MFT means Marriage and Family Therapist and refers to an individual who meets the
11 minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

12 31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's
13 Degree and four years of experience in a mental health setting and who performs client and group case
14 management studies.

15 32. MHSA means Mental Health Services Act and refers to the law that provides funding for
16 expanded community Mental Health Services. It is also known as "Proposition 63."

17 33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY
18 will be using for the Adult mental health programs in COUNTY. The scale will provide the means of
19 assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based
20 tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level
21 of service needed by participating members. The scale will be used to create a map of the system by
22 determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for
23 different programs across the continuum of programs and services offered by COUNTY.

24 34. NOABD means Notice of Adverse Benefit Determination and refers to a Medi-Cal
25 requirement that informs the Client of a denial, reduction, suspension, or termination of specialty mental
26 health services due to not meeting Medical Necessity criteria. COUNTY has expanded the requirement
27 for an NOABD to all Clients requesting an assessment for specialty mental health services and determined
28 not to meet Medical Necessity criteria, ensuring formal notification of their ineligibility and their right to
29 appeal.

30 35. NPI means National Provider Identifier and refers to the standard unique health identifier that
31 was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered
32 healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in
33 HIPAA standard transactions. The NPI is assigned for life.

34 36. NPP means Notice of Privacy Practices and refers to a document that notifies Clients of uses
35 and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set
36 forth in HIPAA.

37 37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health

Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in CONTRACTOR developing its own client referral sources for the programs it offers.

38. Peer Recovery Specialist means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while being paid for this function by the program. A Peer Recovery Specialist's practice is informed by his/her own experience.

39. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to create a mental health and law enforcement response team. While the primary purpose of the partnership is to assist Clients in mental health crisis in accessing mental health services, the PERT team also educates police on mental health issues and provides them with the tools necessary to more effectively assist Clients in mental health crises. PERT provides a COUNTY mental health trained clinician to ride along with a police officer in order to provide a prompt response and assessment to Clients in mental health crises and provide them with the appropriate care and linkages to other resources as required in a trauma-informed, dignified manner.

40. PBM means Pharmacy Benefits Manager and refers to the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

41. PHI means Personal Health Information and refers to client identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of a Client, provision of health care to a Client, or the past, present, or future payment for health care provided to a Client.

42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or Marriage and Family Therapy and is registered with the Board of Behavioral Science as an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental health disorders, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural

1 helpers to address some of their communities' unmet mental health, health and human service needs. They
2 are individuals who represent the ethnic, socio-economic and educational traits of the population he/she
3 serves. Promotores are respected and recognized by their peers and have the pulse of the community's
4 needs.

5 47. PSC means Personal Services Coordinator and refers to an individual who will be part of a
6 multi-disciplinary team that will provide community based Mental Health Services to adults that are living
7 with persistent and severe mental health disorders as well as homelessness, rehabilitation and Recovery
8 principles. The PSC is responsible for clinical care and case management of assigned Client and families
9 in a community, home, or program setting. This includes assisting Clients with mental health, housing,
10 vocational and educational needs. The position is also responsible for administrative and clinical
11 documentation as well as participating in trainings and team meetings. The PSC shall be active in
12 supporting and implementing the program's philosophy and its individualized, strength-based,
13 culturally/linguistically competent and client-centered approach.

14 48. Psychiatrist means an individual who meets the minimum professional and licensure
15 requirements set forth in Title 9, CCR, Section 623.

16 49. Psychologist means an individual who meets the minimum professional and licensure
17 requirements set forth in Title 9, CCR, Section 624.

18 50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
19 to review one percent at least (1%) of all "high-risk" Medi-Cal clients to monitor and evaluate the quality
20 and appropriateness of services provided. At a minimum, the committee is comprised of one (1)
21 Contractor Administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical
22 care of the cases.

23 51. Recovery means a process of change through which Clients improve their health and
24 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
25 dimensions to support Recovery in life:

26 a. Health: Overcoming or managing one's disease(s) as well as living in a physically and
27 emotionally healthy way;

28 b. Home: A stable and safe place to live;

29 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
30 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;
31 and

32 d. Community: Relationships and social networks that provide support, friendship, love,
33 and hope.

34 52. Referral means providing the effective linkage of a Client to another service, when indicated;
35 with follow-up to be provided within five (5) working days to assure that the Client has made contact with
36 the referred service.

37 53. Supportive Housing PSC means a Personal Services Coordinator who provides services in a

supportive housing structure. This person will coordinate activities that include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team, assigned by the program, of the client receiving services. The PSCs will be active in supporting and implementing a full-service partnership philosophy and its clientized, strengths-based, culturally appropriate, and client-centered approach.

54. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

55. Token means the security device which allows a CONTRACTOR to access COUNTY's computer-based IRIS.

56. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual client liability for Mental Health Services received from COUNTY mental health system and is set by the State of California.

57. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients' level of need and desired support. The Vocational/Educational Specialist will provide "one on one" vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

58. WRAP means Wellness Recovery Action Plan as developed by Mary Ellen Copeland and refers to a client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life."

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budgets, which are set forth for informational purposes only.

	Period One	Period Two	Period Three	Total
Administrative				
Salaries	\$ 270,400	\$ 270,400	\$ 270,400	\$ 811,200
Benefits	40,560	40,560	40,560	121,680
Services & Supplies	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>	<u>900,000</u>
Administrative Subtotal	\$ 610,960	\$ 610,960	\$ 610,960	\$ 1,832,880

Program

Salaries	\$ 2,149,850	\$ 2,149,850	\$ 2,149,850	\$ 6,449,550
Benefits	369,928	369,928	369,928	1,109,784
Services & Supplies	182,552	182,552	182,552	547,656
MAT	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>18,000</u>
Program Subtotal	\$ 2,708,330	\$ 2,708,330	\$ 2,708,330	\$ 8,124,990
Amount Not To Exceed	\$ 3,319,290	\$ 3,319,290	\$ 3,319,290	\$ 9,957,870

B. CONTRACTOR shall not collect fees and insurance, including Medicare, for services specifically provided pursuant to the Contract.

C. ADMINISTRATOR acknowledges and agrees that CONTRACTOR will not bill Clients or third-party (including governmental) payers for billable services performed under this Contract. However, in the event that ADMINISTRATOR and CONTRACTOR agree in the future that CONTRACTOR will bill Clients or third-party payers for billable services performed under this Contract, the Parties shall amend the Contract to state as much and CONTRACTOR will comply with the terms under the Revenue paragraph of the Contract.

D. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its Clients, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears and in response to invoices, at the provisional amount of \$276,607, per month. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed the Total Amount Not To Exceed as noted in the Referenced Contract Provisions of the Contract and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid. COUNTY will pay for x-waiver training for CONTRACTOR medical staff as new staff are onboarded in order for after-hours Medication Assisted Treatment (MAT) to be provided to COUNTY clients. The training will consist of approximately eight hours of training for doctors and 24 hours of training for Nurse Practitioners (NPs) and Physician Assistants (PAs). Providers will be paid at their hourly rate of \$235.00/hour for doctors and \$150.00/hour for NPs/PAs. Providers will be paid a quarter of the hourly rate for each 15 minutes of MAT provided to COUNTY clients afterhours, on Holidays and weekends. The rate for doctors is \$58.75 and \$37.50 for NPs/PAs per each 15 minutes of MAT service.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source

1 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
2 canceled checks, receipts, receiving records and records of services provided.

3 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
4 any provision of the Contract, provided that ADMINISTRATOR has provided CONTRACTOR with
5 notice of such failure and only until CONTRACTOR cures such failure.

6 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
7 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically
8 agreed upon in a subsequent contract.

9 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
10 Payments Paragraph of this Exhibit A to the Contract.

11 IV. REPORTS

12 A. CONTRACTOR shall maintain records and make statistical reports as required by
13 ADMINISTRATOR and the DHCS on forms provided by either agency.

14 B. FISCAL

15 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports and Invoices to
16 ADMINISTRATOR. These reports will be on forms acceptable to, or provided by, ADMINISTRATOR
17 and will report actual costs and revenues for CONTRACTOR's program described in the Services
18 Paragraph of this Exhibit A to the Contract. Such reports will also include actual productivity as defined
19 by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth
20 (20th) day following the end of the month being reported. CONTRACTOR must request in writing any
21 extensions to the due date of the monthly required reports. If an extension is approved by
22 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

23 2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR.
24 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report
25 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
26 Paragraph of this Exhibit A to the Contract. Such reports will include actual monthly costs and revenue
27 to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection
28 Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

29 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to
30 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR
31 and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this
32 Exhibit A to the Contract and will include the employees' names, licensure status, monthly salary, hire
33 and/or termination date and any other pertinent information as may be required by
34 ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20)
35 calendar days following the end of the month being reported. A staff schedule for the following month is
36 to be submitted with the Staffing Report.
37

1 D. PROGRAMMATIC REPORT - CONTRACTOR shall submit written programmatic reports to
2 ADMINISTRATOR monthly during the term of the Contract, no later than twenty (20) calendar days
3 following the end of the month being reported. Quarterly programmatic reports shall also be submitted,
4 no more than thirty (30) calendar days after each quarter ending September, December, March, and June.

5 Monthly and quarterly reports shall include:

- 6 1. Any difficulties or special problems;
- 7 2. Staff changes;
- 8 3. Status of licenses and/or certifications;
- 9 4. Listing of training for psychiatrists, nurse practitioners, and physician's assistants;
- 10 5. A summary of contract productivity including the number of admission, discharges,
11 confirmations, transfers, medical assessments, as well as a reporting of trends during the same time
12 period;
- 13 6. Medication Monitoring Review report due monthly, no later than twenty (20) calendar days
14 following the end of the month being reported.
- 15 7. A summary of Medication and Quality Review Committee activities;
- 16 8. A summary of Quarterly Psychiatrist and Medical Practitioner meeting activities; and
- 17 9. A summary of activities intended to build relationships and increase collaboration with
18 external agencies.

19 E. ADDITIONAL REPORTS – CONTRACTOR shall, as mutually agreed between
20 CONTRACTOR and ADMINISTRATOR, make additional reports as reasonably required by
21 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes
22 contained in this Contract. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30)
23 calendar days' notice if such additional reports are required, and shall explain any procedures for reporting
24 the required information.

25 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
26 welfare of all Clients, including but not limited to serious physical harm to self or others, serious
27 destruction of property, developments, etc., and which may raise liability issues with
28 COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of becoming aware of
29 any such serious adverse incident.

30 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
31 Paragraph of this Exhibit A to the Contract.

32 V. SERVICES

33 A. FACILITY

34 1. CONTRACTOR shall provide or make available psychiatric and basic medical services as
35 required by this Contract at COUNTY's Crisis Stabilization Unit (CSU) located at the following location,
36 or any other facility designated, in writing, by ADMINISTRATOR:
37

1030 West Warner Avenue
Santa Ana, California 92707

B. SERVICES TO BE PROVIDED –

1. PROGRAM GOALS. Services described herein are primarily designed to provide timely and effective crisis intervention and stabilization for persons experiencing mental health emergencies that cannot wait for their regularly scheduled appointments. The goals also include: minimize distress for the client/family resulting from lengthy waits in emergency departments, reduce the wait time for law enforcement presenting Clients for emergency mental health treatment; and treating the Client in the least restrictive, most dignified setting as appropriate in lieu of inpatient settings, utilizing alternative, less restrictive treatment options whenever possible and appropriate to minimize the duration and extent of acute psychotic episodes. This shall be done for the benefit of the Client and safety of other Clients in the communal milieu at the COUNTY CSU.

2. PROGRAM REQUIREMENTS.

a. Services shall be provided in compliance with Welfare & Institutions Code and consistent with all patients' rights regulations, upholding the dignity and respect of all clients served. The services shall be provided utilizing Trauma Informed and Recovery Model principles that are person-centered, strengths-based, individualized, focused on imparting hope and identifying strengths and resiliency in all persons served. Services shall be tailored to the unique strengths of each Client and will use shared decision-making to encourage the Client to manage their mental health treatment, set their own path toward recovery and fulfillment of their hopes and dreams.

b. The Psychiatric and Basic Medical Services shall support, promote and incorporate a culture that supports Physicians/Physicians' Assistants (PA(s))/Nurse Practitioners(NP(s)) working side by side with COUNTY and COUNTY contracted Peer Specialists, Mentors and Navigators and the full integration of Peer Specialists/Mentors/Navigators on the unit in providing supportive assistance and collaborating with and shadowing CSU staff, in order to support the Client's journey of recovery, self-sufficiency and linkage to COUNTY services post-discharge. The Psychiatric and Basic Medical Services staff shall also be responsive to all COUNTY CSU staff throughout every shift, including throughout the nocturnal shift and shall respond immediately to Clients' needs and to CSU staff at all hours of each shift.

3. PSYCHIATRIC SERVICES - CONTRACTOR shall provide an on-site licensed psychiatrist on a twelve (12) hours per day, seven (7) days per week basis at the CSU on the day shift. CONTRACTOR shall provide an on-site licensed PA or NP on a twelve (12) hours per day, seven (7) days per week basis at the CSU on the night shift. Licensed psychiatrists/PA(s)/NP(s) shall only end their shift after a complete shift report is provided to next shift providers for continuity of care. The licensed psychiatrists/PA(s)/NP(s) shall provide the following:

a. Evaluate and treat an average of three hundred fifty (350) to four hundred fifty (450)

1 Clients per month. The focus for Psychiatric Services will be to increase the census and flow of Clients
2 through the COUNTY CSU to reflect this monthly average.

3 b. Conduct a comprehensive assessment of all Clients presenting to the CSU within one (1)
4 hour of admission. The psychiatric evaluation shall include an interview, mental-status exam, review of
5 system and an applicable International Classification of Diseases, 10 revision, Clinical Modification
6 (ICD-10-CM) diagnosis. All assessments and clinical recommendations are to be completed without
7 unnecessary delay, regardless of the time of admission.

8 c. Issue prescriptions and order medication as clinically indicated. Medication may be
9 psychiatric drugs and/or medical drugs to treat some ongoing medical conditions, including symptoms of
10 alcohol or substance abuse withdrawal related to MAT.

11 d. Provide informed consent and obtain signed medication consent form for each
12 psychotropic medication prescribed.

13 e. Meet with Client and family or significant other as clinically indicated and available to
14 assist crisis stabilization efforts.

15 f. Identify an appropriate disposition of all persons admitted to the CSU within twenty (20)
16 hours of admission.

17 g. Assist COUNTY mental health staff, to screen Clients referred to the CSU without delay
18 on all shifts in order to determine the most appropriate method of treatment and dispositional alternatives.

19 h. Provide consultation and psychiatric support to the Crisis Assessment Team (CAT),
20 which may include telephone consultation, telemedicine, as well as in person psychiatric consultation and
21 clinical recommendations for Clients who present to the CSU.

22 i. Provide psychiatric consultation to other health professionals regarding potential mental
23 health referrals (i.e., local medical emergency department physicians, adult crisis residential programs,
24 etc.) which may include telephone consultation and telemedicine as necessary and for the purposes of
25 providing MAT to COUNTY Clients.

26 j. All consultations on all shifts shall be completed without unnecessary delay, regardless
27 of the time of the request.

28 k. Provide relevant recovery and trauma informed themed training opportunities (i.e., on-
29 site presentations) to CSU mental health staff a minimum of six (6) times per year.

30 l. Attend COUNTY's monthly contract meetings, and other educational and/or
31 administrative meetings arranged by COUNTY.

32 m. Create and facilitate relevant quarterly meetings for physicians/PA(s)/NP(s) and create
33 agendas with COUNTY input. These meetings should also be used for training opportunities.

34 n. Complete mandatory trainings required by COUNTY by the specified deadline.

35 o. Complete initial MAT training for new medical staff onboarded within designated
36 timeframes and updates on an as needed basis in order for medical staff to provide afterhours MAT
37 coverage to COUNTY Clients on an ongoing basis.

p. Document in compliance with Medi-Cal, and Medicare, and County's QMS chart documentation/compliance standards on each Client for each shift.

q. Complete a Physician's request for Medical Evaluation form for any Clients returned to or sent out from CSU for medical services upon the physician's direction, and for the Medical Director to review.

r. Re-evaluate all Clients on the unit at least every twelve (12) hours or more as clinically appropriate.

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4. BASIC MEDICAL SERVICES - CONTRACTOR shall provide licensed PA or NP to assist the on-site psychiatrist or to expand access to timely assessment and crisis stabilization and to prevent unnecessary utilization of emergency departments whenever possible and appropriate. The licensed practitioner(s) described above shall provide the following:

a. Be on-site eight (8) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year assisting the attending CSU psychiatrist/NP/PA address the basic medical needs of Clients that are referred to, are in the CSU lobby, and/or are on the unit at the COUNTY CSU.

b. Provide on-site consultation and treatment of medical conditions in collaboration with on-site psychiatrist/PA/NP to admitted Clients at CSU and Clients in the CSU lobby to support their stabilization and transition to an appropriate level of care.

c. Provide on-site consultations and treatment recommendations of medical conditions to on-site psychiatrist/PA/NP at CSU in regards to Clients in the emergency departments waiting for clearance to come to the CSU, enabling increased flow of clients in mental health crises into the CSU. Telephonic and telemedicine options may be utilized to provide consultation to the emergency departments in order to increase client flow to the CSU.

d. Provide treatment for headaches, flu-like symptoms, basic wound care, sutures and treatment of chronic, yet stable medical conditions, serving as a bridge until the Client is able to be seen by their treating provider. Providing these services will allow Clients to be safely brought to the CSU that are in mental health crises and need primarily psychiatric care.

5. MEDICAL DIRECTOR - CONTRACTOR shall provide a Medical Director who shall be approved by ADMINISTRATOR. The Medical Director is responsible for overall ongoing medical and psychiatric services at the CSU. In consultation with the program manager and on-site supervisors, the Medical Director shall be responsible for the daily and ongoing clinical treatment management for all Clients served at the CSU, and will ensure that all medical and psychiatric services are provided consistent with applicable state and federal laws and regulations and COUNTY policy and procedures, including, but not limited to, Title IX, HIPAA, Welfare & Institutions Code. The Medical Director shall provide the following:

a. Be on-site at the CSU at least twelve (12) hours per week, with a minimum of eight (8) hours spent providing direct services to the CSU Clients. The balance of the time may be spent in

1 administrative, personnel, or quality assurance activities. It is understood by the Parties that the Medical
2 Director may provide additional administrative hours that, at Medical Director's discretion, may not be
3 provided on-site at the CSU.

4 b. Arrange for and provide on-site psychiatric and medical coverage on a twenty-four (24)
5 hour, seven (7) day-per-week basis in which CONTRACTOR staff will be fully functioning members of
6 the CSU team at all hours of the day. Staff members will be operational 24/7 and sleeping quarters will
7 not be provided.

8 c. Arrange for and provide licensed PA(s)/NP(s) who are under a physician's direct
9 supervision and shall provide eight (8) hours per day, seven (7) days a week basic medical services.
10 Medical Director is responsible for tracking and monitoring all medical consultations and ensuring that
11 documentation for such consultations is completed and readily available in the chart for Clients at the
12 CSU and logged for Clients in the emergency departments waiting for clearance to come to the CSU.

13 d. Ensure Psychiatrists/PA(s)/NP(s) are immediately available for on-site client evaluations
14 throughout assigned hours of duty; respond to COUNTY mental health staff requests for on-site
15 evaluations, medication orders, restraint and/or seclusion episodes or consultations in an expeditious and
16 courteous manner that puts the needs of the Clients first; and do not leave the CSU prior to the arrival of
17 the oncoming practitioner.

18 e. Medical Director shall attend and actively participate in CSU Quality Improvement (QI)
19 meetings on a quarterly basis that shall include topics related to review of monthly statistical data, mental
20 health laws and regulations, CSU policies and procedures, episodes of restraint and/or seclusion and
21 identification of how goals could have been reached utilizing alternative means and measures to improve
22 services at CSU.

23 f. Provide for the clinical review of cases as requested by ADMINISTRATOR and ensure
24 psychiatric and other medical staff actively participate with COUNTY mental health staff in the Quality
25 Improvement (QI) process including but not limited to quality-of-care reviews and medication monitoring
26 with appropriate required documentation.

27 g. Facilitate active interfacing between CONTRACTOR's and community emergency
28 department physicians, inpatient medical directors, psychiatrists, and other physicians and medical staff
29 treating Clients referred to and from the CSU, including providing education and consultation regarding
30 managing mental health emergencies.

31 h. Ensure Physicians/PA(s)/NP(s) follow the medical admission criteria in accepting
32 Clients to the CSU.

33 i. Upon request, provide feedback to the on-site CSU Supervisor on the clinical skills of
34 COUNTY mental health staff, with recommendations on related clinical skills training. Provide clinical
35 skills training a minimum of six (6) times a year with a trauma informed and recovery focus. A description
36 and schedule of training sessions shall be provided to the on-site CSU Supervisor in advance of each
37 quarter.

j. Ensure Psychiatrists/PA(s)/NP(s) provide timely, case specific medical/psychiatric direction for client care and dispositional recommendations focusing on non-hospital alternatives when possible and appropriate, and referrals to inpatient settings when Clients meet medical necessity criteria.

k. Ensure Psychiatrists/PA(s)/NP(s) understand and follow COUNTY program philosophy of the CSU (i.e., recovery oriented and trauma informed mental health treatment in the least restrictive, most trauma informed level of care possible in the shortest time possible), legal mandates and criteria, policies and procedures, and relevant COUNTY and State policies and regulations by facilitating regular staff meeting at least once a month with CONTRACTOR providers.

l. Establish recruitment and hiring practices for CSU psychiatrists and medical practitioners; notify COUNTY regarding vacancies within seventy-two (72) hours; provide to the Program Manager, for review, the required credentials for any/all CONTRACTOR staff prior to start date at the CSU; and maintain a current list of psychiatrists and medical practitioners available to fill vacancies at the CSU.

m. Provide a minimum of twelve (12) hours on-site orientation to each new psychiatrist and/or medical practitioners providing services at the CSU with a focus on mental health laws and regulations, treatment and documentation protocol, and CSU program mandates.

n. CONTRACTOR shall provide orientation materials, including a checklist and manual approved by ADMINISTRATOR, within thirty (30) calendar days of Contract execution.

o. Ensure CONTRACTOR psychiatric and medical staff are composed of the diverse ethnic backgrounds meeting the needs of the various cultures that the CSU serves, with the ability to speak at least the major threshold languages of the Clients served (i.e., English, Spanish, Vietnamese, Korean and Farsi).

p. Provide expert medical/psychiatric testimony in or out of court regarding the condition of any Client treated pursuant to this Contract.

q. Participate in the annual review and/or revision of the CSU policies and procedures relating to medication administration, seclusion and restraint, and responding to medical emergencies.

r. Participate in the annual review and/or revision of the established minimum levels of medication to be maintained in stock at the CSU.

s. Arrange for qualified psychiatrist/PA/NP coverage of all related duties when Medical Director is unavailable.

6. CONTRACTOR's Psychiatrist/PA(s)/NP(s) shall not do any private billing for Clients seen at the CSU.

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

1 8. CONTRACTOR and all psychiatrists and medical practitioners shall obtain an NPI number
2 upon commencement of this Contract or prior to providing services under this Contract. CONTRACTOR
3 shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as
4 soon as they are available.

5 9. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
6 conduct research activity on COUNTY Clients.

7 10. CONTRACTOR shall maintain all requested and required written policies, and provide to
8 ADMINISTRATOR for review, input, and approval prior to finalizing said policies.

9 11. Telemedicine/video-conferencing capability will be developed by COUNTY during this
10 Contract. CONTRACTOR shall provide and/or ensure psychiatrists/PA(s)/NP(s) attend any required
11 training necessary, adopt any necessary policies, in order to utilize the technology.

12 C. CLIENTS TO BE SERVED

13 1. CONTRACTOR shall provide psychiatric and basic medical services to all adults, ages
14 eighteen (18) and older, referred or presenting themselves to the CSU for services, regardless of the ability
15 or inability of such persons to pay for such services.

16 2. CONTRACTOR shall make no distinction as to voluntary or involuntary status of Clients for
17 the provision of these services. Clients involuntarily detained pursuant to WIC §5150, §5250, §5350, or
18 Penal Code 4011.6, as well as those on voluntary status, shall be evaluated.

19 3. Persons requiring emergency medical care may not be provided psychiatric services until
20 such emergency medical treatment has been provided to them.

21 D. PERFORMANCE OUTCOMES - For the purpose of evaluating the impact or contribution of
22 CONTRACTOR's services on the well-being of the Orange County residents being served under the terms
23 of this Contract, CONTRACTOR shall meet or exceed identified performance outcome measures. On a
24 monthly basis, CONTRACTOR shall report the status of performance outcome measures as outlined
25 below:

26 1. Provide timely evaluations as measured by completing ninety five percent (95%) of CSU
27 admissions within one (1) hour of Client's arrival on a monthly basis.

28 2. Provide the least restrictive alternatives and an effective medication approach that result in
29 seclusion and restraint use of one point one percent (1.1%) or less of admissions per month.

30 3. Prevent unwarranted psychiatric hospitalizations by providing timely and appropriate
31 evaluation and stabilization that result in discharging a minimum of seventy percent (70%) of admissions,
32 on a monthly basis, to a lower level of care.

33 4. Develop and maintain a Basic Medical Services' tracking and monitoring system in order to
34 establish and evaluate efficacy.

35 E. QUALITY IMPROVEMENT - CONTRACTOR shall comply with and participate in
36 COUNTY's Quality Improvement program, the overall goal of which is the maintenance of high-quality
37 client care, effective utilization of services offered, and continuous quality monitoring and improvement

1 of services. This program includes utilization review monitoring processes to evaluate the appropriateness
2 of treatment, peer review, medication monitoring, and other procedures and standards that address the
3 quality of client records and quality of care.

4 1. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR
5 Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR,
6 which describes, but is not limited to, the requirements for Medi-Cal, Medicare, and ADMINISTRATOR
7 charting standards.

8 2. CONTRACTOR shall regularly review its charting, IRIS data input and billing systems to
9 ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate claim
10 submissions.

11 3. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality
12 improvement meetings and processes. Such records and minutes will also be subject to regular review by
13 ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
14 ADMINISTRATOR's P&P.

15 4. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC
16 and medication monitoring meetings.

17 F. MEETINGS - CONTRACTOR shall attend meetings as requested by COUNTY, including but
18 not limited to:

19 1. Case conferences, as requested by ADMINISTRATOR, to address any aspect of clinical care
20 and implement any recommendations made by COUNTY to improve client care.

21 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
22 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving
23 all the terms of the Contract and, if not, what steps will be taken to achieve satisfactory progress,
24 compliance with P&Ps, review of statistics and clinical services.

25 3. Clinical staff training conducted by CONTRACTOR and/or ADMINISTRATOR.

26 4. When applicable, CONTRACTOR shall input all IRIS data following COUNTY procedure
27 and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS
28 reports, if available, and if applicable.

29 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
30 Paragraph of this Exhibit A to the Contract.

31 **VI. STAFFING**

32 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
33 languages as determined by COUNTY. Services must be provided in at least the threshold languages, as
34 defined by the County. Whenever possible, bilingual/bicultural staff should be retained. Any clinical
35 vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not
36 meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR
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consents, in advance and in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized, in writing and in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall ensure that documents are maintained of such efforts which may include, but not be limited to, records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, Clients who are physically challenged.

C. CONTRACTOR shall ensure that all psychiatrists and medical practitioners are trained and have a clear understanding of all P&Ps.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

E. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) calendar days in advance of any new staffing changes, including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

F. CONTRACTOR and CONTRACTOR's psychiatrists/PA(s)/NP(s) must obtain LPS Designation status from COUNTY to initiate involuntary detentions per section 5150 of the Welfare & Institutions Code.

G. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training and Annual Compliance Training.

H. CONTRACTOR shall ensure compliance with ADMINISTRATOR's Standards prior to providing any services.

I. CONTRACTOR and CONTRACTOR's psychiatrist/PA(s)/NP(s) shall maintain current Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) certification.

J. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

PSYCHIATRY SERVICES	FTE
CSU Medical Director	0.50
Psychiatrist – Day Shift	2.11
Psychiatrist – Night Call	2.11
Advanced Practice Provider	<u>2.11</u>
SUBTOTAL PSYCHIATRIC SERVICES	6.83

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2 BASIC MEDICAL SERVICES

3	Family Medicine Advanced Provider	1.40
4	Family Medicine Physician Supervisor	0.06
5	SUBTOTAL BASIC MEDICAL	<u>1.46</u>
6	TOTAL FTE	8.29

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9 K. Services at the CSU.

10 1. The Medical Director and all psychiatrists providing services at the CSU must be licensed
11 and possess a current Physician's and Surgeon's Certificate issued by the State of California Board of
12 Examiners and have completed a three year training program in psychiatry, as approved by the Council
13 on Medical Education of the American Medical Association, the Accreditation Council for Graduate
14 Medical Education (ACGME), or the American Osteopathic Association. For the purposes of this
15 Contract, a third (3rd) year psychiatric resident, in an approved formal training program, shall be defined
16 as a licensed psychiatrist only when providing services described herein under the direct supervision of
17 CONTRACTOR's Medical Director. Under the supervision of the Medical Director, all PA's providing
18 services at the CSU shall hold a valid license to practice in California and possess a Psychiatric Certificate
19 of Qualification (CAQ). Under the supervision of the Medical Director, all NP's providing services at the
20 CSU shall hold a valid license to practice in California and possess a Psychiatric-Mental Health Nurse
21 Practitioner Board Certified Certificate (PMHNP certificate).

22 2. The identified medical personnel must be licensed by the State of California, and any
23 applicable Board, and be available for a minimum of eight (8) hours per day, seven (7) days per week.

24 3. The Medical Director must be on-site at the CSU at least twelve (12) hours per week with a
25 minimum of eight (8) hours spent providing direct services to the CSU clients.

26 4. One licensed psychiatrist must be on-site twelve (12) hours per day, seven (7) days per week.

27 5. Sufficient administrative staff must be available to support the Contract requirements
28 including, but not limited to, data collection, record keeping, reporting, billing and maintaining staff levels
29 specific to CONTRACTOR's responsibilities.

30 6. All other staffing shall be provided based on the description(s) in this Exhibit A of the
31 CONTRACT.

32 7. CONTRACTOR shall maintain personnel files for each employed staff member, including
33 management and other administrative positions, which will include, but not be limited to, an application
34 for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
35 applicable), pay rate and evaluations justifying pay increases.

36 L. WORKLOAD STANDARDS - CONTRACTOR shall provide psychiatric and basic medical
37 screening and services to an average daily census of twenty-two (22) Clients.

1 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
2 Paragraph of this Exhibit A to the Contract.

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EXHIBIT B
TO CONTRACT FOR PROVISION OF
PSYCHIATRIC AND BASIC MEDICAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CEP AMERICA-PSYCHIATRY, PC DBA VITUITY
JULY 1, 2025 THROUGH JUNE 30, 2028

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Contract or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Contract, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

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2 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
3 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

4 B. DEFINITIONS

5 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,
6 development, implementation, and maintenance of security measures to protect ePHI and to manage the
7 conduct of CONTRACTOR's workforce in relation to the protection of that information.

8 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted
9 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

10 a. Breach excludes:

11 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
12 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was
13 made in good faith and within the scope of authority and does not result in further use or disclosure in a
14 manner not permitted under the Privacy Rule.

15 2) Any inadvertent disclosure by a person who is authorized to access PHI at
16 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health
17 care arrangement in which COUNTY participates, and the information received as a result of such
18 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

19 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that
20 an unauthorized person to whom the disclosure was made would not reasonably have been able to retain
21 such information.

22 b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or
23 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
24 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
25 based on a risk assessment of at least the following factors:

26 1) The nature and extent of the PHI involved, including the types of identifiers and the
27 likelihood of re-identification;

28 2) The unauthorized person who used the PHI or to whom the disclosure was made;

29 3) Whether the PHI was actually acquired or viewed; and

30 4) The extent to which the risk to the PHI has been mitigated.

31 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
32 Rule in 45 CFR § 164.501.

33 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
34 45 CFR § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
36 45 CFR § 160.103.

37 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA

1 Privacy Rule in 45 CFR § 164.501.

2 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45
3 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with
4 45 CFR § 164.502(g).

5 8. "Physical Safeguards" are physical measures, policies, and procedures to protect
6 CONTRACTOR's electronic information systems and related buildings and equipment, from natural and
7 environmental hazards, and unauthorized intrusion.

8 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable
9 Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
11 45 CFR § 160.103.

12 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy
13 Rule in 45 CFR § 164.103.

14 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

15 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,
16 modification, or destruction of information or interference with system operations in an information
17 system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,
18 "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by
19 CONTRACTOR.

20 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
21 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

22 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
23 45 CFR § 160.103.

24 16. "Technical safeguards" means the technology and the P&Ps for its use that protect electronic
25 PHI and control access to it.

26 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
27 unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology
28 specified by the Secretary of HHS in the guidance issued on the HHS Web site.

29 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
30 45 CFR § 160.103.

31 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

32 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
33 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
34 by law.

35 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
36 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 other than as provided for by this Business Associate Contract.

2 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
3 Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates,
4 receives, maintains, or transmits on behalf of COUNTY.

5 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is
6 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the
7 requirements of this Business Associate Contract.

8 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI
9 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.
10 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and
11 as required by 45 CFR § 164.410.

12 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
13 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through
14 this Business Associate Contract to CONTRACTOR with respect to such information.

15 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
16 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual
17 in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with
18 PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall
19 provide such information in an electronic format.

20 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs
21 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30)
22 calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in
23 writing no later than ten (10) calendar days after said amendment is completed.

24 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps,
25 relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on
26 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by
27 COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's
28 compliance with the HIPAA Privacy Rule.

29 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
30 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
31 and to make information related to such Disclosures available as would be required for COUNTY to
32 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
33 45 CFR § 164.528.

34 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
35 a time and manner to be determined by COUNTY, that information collected in accordance with the
36 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of
37 Disclosures of PHI in accordance with 45 CFR § 164.528.

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2 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation
3 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45
4 CFR Part 164 that apply to COUNTY in the performance of such obligation.

5 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by
6 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all
7 employees, subcontractors, and agents who have access to the Social Security data, including employees,
8 agents, subcontractors, and agents of its subcontractors.

9 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a
10 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Contract, if CONTRACTOR
11 is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Contract,
12 if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or
13 security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil
14 proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature
15 and seriousness of the violation in deciding whether or not to terminate the Contract.

16 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
17 CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no
18 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative
19 proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed
20 violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves
21 inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee,
22 or agent is a named adverse party.

23 16. The Parties acknowledge that federal and state laws relating to electronic data security and
24 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
25 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
26 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
27 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
28 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
29 concerning an amendment to this Business Associate Contract embodying written assurances consistent
30 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
31 applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the event:

32 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
33 Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or

34 b. CONTRACTOR does not enter into an amendment providing assurances regarding the
35 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of
36 HIPAA, the HITECH Act, and the HIPAA regulations.

37 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to

COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed under Subparagraph E., below;

b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

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1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

3 a. Employee Training. All workforce members who assist in the performance of functions
4 or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI COUNTY
5 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
6 COUNTY, must complete information privacy and security training, at least annually, at
7 CONTRACTOR's expense. Each workforce member who receives information privacy and security
8 training must sign a certification, indicating the member's name and the date on which the training was
9 completed. These certifications must be retained for a period of six (6) years following the termination
10 of Contract.

11 b. Employee Discipline. Appropriate sanctions must be applied against workforce
12 members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including
13 termination of employment where appropriate.

14 c. Confidentiality Statement. All persons that will be working with PHI COUNTY
15 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
16 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and
17 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
18 workforce member prior to access to such PHI. The statement must be renewed annually. The
19 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for
20 a period of six (6) years following the termination of the Contract.

21 d. Background Check. Before a member of the workforce may access PHI COUNTY
22 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
23 COUNTY, a background screening of that worker must be conducted. The screening should be
24 commensurate with the risk and magnitude of harm the employee could cause, with more thorough
25 screening being done for those employees who are authorized to bypass significant technical and
26 operational security controls. CONTRACTOR shall retain each workforce member's background check
27 documentation for a period of three (3) years.

28 2. Technical Security Controls

29 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
30 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
31 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
32 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
33 COUNTY.

34 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
36 must have sufficient administrative, physical, and technical controls in place to protect that data, based
37 upon a risk assessment/system security review.

1 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses
2 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
3 required to perform necessary business functions may be copied, downloaded, or exported.

4 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
6 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
7 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm
8 which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises"
9 if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's
10 locations.

11 e. Antivirus software. All workstations, laptops and other systems that process and/or store
12 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
13 on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution
14 with automatic updates scheduled at least daily.

15 f. Patch Management. All workstations, laptops and other systems that process and/or store
16 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
17 on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There
18 must be a documented patch management process which determines installation timeframe based on risk
19 assessment and vendor recommendations. At a maximum, all applicable patches must be installed within
20 thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational
21 reasons must have compensatory controls implemented to minimize risk, where possible.

22 g. User IDs and Password Controls. All users must be issued a unique user name for
23 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
24 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
25 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
26 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters
27 and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.
28 Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be
29 changed if revealed or compromised. Passwords must be composed of characters from at least three (3)
30 of the following four (4) groups from the standard keyboard:

- 31 1) Upper case letters (A-Z)
- 32 2) Lower case letters (a-z)
- 33 3) Arabic numerals (0-9)
- 34 4) Non-alphanumeric characters (punctuation symbols)

35 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
37 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may

1 also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require
2 prior written permission by COUNTY.

3 i. System Timeout. The system providing access to PHI COUNTY discloses to
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
5 must provide an automatic timeout, requiring re-authentication of the user session after no more than
6 twenty (20) minutes of inactivity.

7 j. Warning Banners. All systems providing access to PHI COUNTY discloses to
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
9 must display a warning banner stating that data is confidential, systems are logged, and system use is for
10 business purposes only by authorized users. User must be directed to log off the system if they do not
11 agree with these requirements.

12 k. System Logging. The system must maintain an automated audit trail which can identify
13 the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or
14 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such
15 PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must
16 be read only, and must be restricted to authorized users. If such PHI is stored in a database, database
17 logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after
18 occurrence.

19 l. Access Controls. The system providing access to PHI COUNTY discloses to
20 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
21 must use role based access controls for all user authentications, enforcing the principle of least privilege.

22 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
23 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
24 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
25 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
26 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
27 access, file transfer, and E-Mail.

28 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
29 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
30 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
31 comprehensive intrusion detection and prevention solution.

32 3. Audit Controls

33 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
34 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
36 COUNTY must have at least an annual system risk assessment/security review which provides assurance
37 that administrative, physical, and technical controls are functioning effectively and providing adequate

1 levels of protection. Reviews should include vulnerability scanning tools.

2 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to
3 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
4 must have a routine procedure in place to review system logs for unauthorized access.

5 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to
6 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
7 must have a documented change control procedure that ensures separation of duties and protects the
8 confidentiality, integrity and availability of data.

9 4. Business Continuity/Disaster Recovery Control

10 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
11 to enable continuation of critical business processes and protection of the security of PHI COUNTY
12 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
13 COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance
14 or situation that causes normal computer operations to become unavailable for use in performing the work
15 required under this Contract for more than twenty-four (24) hours.

16 b. Data Backup Plan. CONTRACTOR must have established documented procedures to
17 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule
18 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount
19 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly
20 full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the
21 application owner) must merge with the DRP.

22 5. Paper Document Controls

23 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
24 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended
25 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that
26 information is not being observed by an employee authorized to access the information. Such PHI in
27 paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
28 baggage on commercial airplanes.

29 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR
30 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be
31 escorted and such PHI shall be kept out of sight while visitors are in the area.

32 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or
33 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
34 through confidential means, such as cross cut shredding and pulverizing.

35 //

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37 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR

1 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
2 of the CONTRACTOR except with express written permission of COUNTY.

3 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or
4 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left
5 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement
6 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended
7 recipient before sending the fax.

8 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or
9 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and
10 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five
11 hundred (500) or more individually identifiable records containing PHI COUNTY discloses to
12 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in
13 a single package shall be sent using a tracked mailing method which includes verification of delivery and
14 receipt, unless the prior written permission of COUNTY to use another method is obtained.

15 F. BREACH DISCOVERY AND NOTIFICATION

16 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify
17 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law
18 enforcement official pursuant to 45 CFR § 164.412.

19 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which
20 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known
21 to CONTRACTOR.

22 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known,
23 or by exercising reasonable diligence would have known, to any person who is an employee, officer, or
24 other agent of CONTRACTOR, as determined by federal common law of agency.

25 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
26 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification
27 within twenty-four (24) hours of the oral notification.

28 3. CONTRACTOR's notification shall include, to the extent possible:

29 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
30 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

31 b. Any other information that COUNTY is required to include in the notification to
32 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
33 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
34 set forth in 45 CFR § 164.410 (b) has elapsed, including:

35 1) A brief description of what happened, including the date of the Breach and the date
36 of the discovery of the Breach, if known;

37 2) A description of the types of Unsecured PHI that were involved in the Breach (such

1 as whether full name, social security number, date of birth, home address, account number, diagnosis,
2 disability code, or other types of information were involved);

3 3) Any steps Individuals should take to protect themselves from potential harm
4 resulting from the Breach;

5 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
6 mitigate harm to Individuals, and to protect against any future Breaches; and

7 5) Contact procedures for Individuals to ask questions or learn additional information,
8 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

9 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45
10 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

11 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
12 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
13 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required
14 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure
15 of PHI did not constitute a Breach.

16 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its
17 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

18 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
19 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
20 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable,
21 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to
22 COUNTY pursuant to Subparagraph F.2. above.

23 8. CONTRACTOR shall continue to provide all additional pertinent information about the
24 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
25 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests
26 for further information, or follow-up information after report to COUNTY, when such request is made by
27 COUNTY.

28 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other
29 costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in
30 addressing the Breach and consequences thereof, including costs of investigation, notification,
31 remediation, documentation or other costs associated with addressing the Breach.

32 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

33 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as
34 necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
35 //
36 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
37 COUNTY except for the specific Uses and Disclosures set forth below.

1 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for
2 the proper management and administration of CONTRACTOR.

3 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
4 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
5 CONTRACTOR, if:

6 1) The Disclosure is required by law; or

7 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is
8 disclosed that it will be held confidentially and used or further disclosed only as required by law or for
9 the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR
10 of any instance of which it is aware in which the confidentiality of the information has been breached.

11 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
12 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
13 CONTRACTOR.

14 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry
15 out legal responsibilities of CONTRACTOR.

16 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
17 consistent with the minimum necessary P&Ps of COUNTY.

18 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
19 required by law.

20 H. PROHIBITED USES AND DISCLOSURES

21 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
22 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
23 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
24 item or service for which the health care provider involved has been paid out of pocket in full and the
25 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

26 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
27 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
28 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
29 42 USC § 17935(d)(2).

30 I. OBLIGATIONS OF COUNTY

31 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy
32 practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect
33 CONTRACTOR's Use or Disclosure of PHI.

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35 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission
36 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect
37 CONTRACTOR's Use or Disclosure of PHI.

1 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI
2 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may
3 affect CONTRACTOR's Use or Disclosure of PHI.

4 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would
5 not be permissible under the HIPAA Privacy Rule if done by COUNTY.

6 J. BUSINESS ASSOCIATE TERMINATION

7 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the
8 requirements of this Business Associate Contract, COUNTY shall:

9 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the
10 violation within thirty (30) business days; or

11 b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure
12 the material Breach or end the violation within thirty (30) days, provided termination of the Contract is
13 feasible.

14 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY
15 all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received
16 on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

17 a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents
18 of CONTRACTOR.

19 b. CONTRACTOR shall retain no copies of the PHI.

20 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
21 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
22 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
23 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
24 further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible,
25 for as long as CONTRACTOR maintains such PHI.

26 3. The obligations of this Business Associate Contract shall survive the termination of the
27 Contract.

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EXHIBIT C
TO CONTRACT FOR PROVISION OF
PSYCHIATRIC AND BASIC MEDICAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CEP AMERICA-PSYCHIATRY, PC DBA VITUITY
JULY 1, 2025 THROUGH JUNE 30, 2028

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Contract" means the CMPPA Contract between the SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or

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1 regulations that require the production of information, including statutes or regulations that require such
2 information if payment is sought under a government program providing public benefits.

3 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
4 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or
5 interference with system operations in an information system that processes, maintains or stores PI.

6 B. TERMS OF CONTRACT

7 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
8 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
9 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract
10 provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

11 2. Responsibilities of CONTRACTOR
12 CONTRACTOR agrees:

13 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required
14 by this Personal Information Privacy and Security Contract or as required by applicable state and federal
15 law.

16 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
17 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
18 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
19 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
20 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security
21 program that include administrative, technical and physical safeguards appropriate to the size and
22 complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate
23 the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with its current
24 policies upon request.

25 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
26 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS
27 PI and PII. These steps shall include, at a minimum:

28 1) Complying with all of the data system security precautions listed in Subparagraph E.
29 of the Business Associate Contract, Exhibit B to the Contract; and

30 2) Providing a level and scope of security that is at least comparable to the level and
31 scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal
32 Automated Information Systems, which sets forth guidelines for automated information systems in
33 Federal agencies.

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA
36 Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS, known as the
37 IEA. The specific sections of the IEA with substantive privacy and security requirements to be complied

1 with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security
2 Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic
3 Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents
4 or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for
5 privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such
6 information.

7 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect
8 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its
9 subcontractors in violation of this Personal Information Privacy and Security Contract.

10 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
11 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
12 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the
13 disclosure of DHCS PI or PII to such subcontractors or other agents.

14 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
15 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
16 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS
17 PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS
18 with a list of all employees, contractors and agents who have access to DHCS PII, including employees,
19 contractors and agents of its subcontractors and agents.

20 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
21 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA
22 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,
23 production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to
24 the affected individual(s).

25 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
28 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
29 Exhibit B to the Contract.

30 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
31 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
32 carrying out the requirements of this Personal Information Privacy and Security Contract and for
33 communicating on security matters with the COUNTY.

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