

AGREEMENT FOR**AMENDMENT NO. 3****TO****CONTRACT NO. MA-042-20010216****FOR**

1 **PROVISION OF**
2 **ADULT MENTAL HEALTH INTENSIVE RESIDENTIAL SERVICES**

BETWEEN**COUNTY OF ORANGE****AND**

This Amendment ("Amendment No. 3") to Contract No. MA-042-20010216 for Adult Mental Health Intensive Residential Services is made and entered into on July 1, 2024 ("Effective Date") between ASC TREATMENT GROUP DBA ANNE SIPPI CLINIC TREATMENT GROUP

JULY 1, 2019 THROUGH JUNE 30, 2022

~~THIS AGREEMENT entered into this 1st day~~ ("Contractor"), with a place of ~~July 2019~~ (effective date), is by and between ~~business at 2457 Endicott Street, Los Angeles, CA 90032, and the~~

~~COUNTY OF ORANGE, a~~ County of Orange, a political subdivision of the State of California (COUNTY), and

~~Anne Sippi Clinic Treatment Group, a California for profit corporation (CONTRACTOR).~~

(CONTRACTOR). COUNTY ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and ~~CONTRACTOR~~ County may sometimes be referred to ~~herein~~ individually as

"Party" or collectively as "Parties." ~~This Agreement shall be administered by the Director of~~

the

COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

WITNESSETH:

RECITALS

WHEREAS, ~~COUNTY wishes to contract with CONTRACTOR~~ the Parties executed Contract No. MA-042-20010216 for the provision of Adult Mental

Health Intensive Residential Services ~~described herein to the residents of Orange County;~~ effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$1,121,235 ("Contract"); and

WHEREAS, ~~CONTRACTOR is agreeable to the rendering of such services on the terms and~~

~~conditions hereinafter set forth:~~

WHEREAS, the Parties executed Amendment No. 1 to extend the Contract for a period of two (2) years, effective July 1, 2022, through June 30, 2024, in an amount not to exceed \$900,000, for a new total amount not to exceed \$2,021,235, and to amend Exhibit A; and

WHEREAS, the Parties executed Amendment No. 2 to replace Exhibit A with Exhibit A-1 of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to extend the Contract for three months, effective July 1, 2024 through September 30, 2024, in an amount not to exceed \$110,469, for a new total amount not to exceed \$2,131,704, and to amend Exhibit A-1 of the Contract.

22 NOW, THEREFORE, Contractor and County, in consideration of the above recitals, and in
consideration of the mutual covenants, benefits, and promises contained
23 herein, ~~COUNTY and CONTRACTOR do hereby~~ agree to amend the Contract as follows:

24 The //

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	<u>CONTENTS</u>	
	<u>PARAGRAPH</u>	<u>PAGE</u>
1.	Contract is extended for a period of three (3) months, effective July 1, 2024 through September 30, 2024, in an amount not to exceed \$110,469 for this extension period, for a new total amount not to exceed \$2,131,704; on the amended terms and conditions.	
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52.	Referenced Contract Provisions—4. Term provision and Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:	
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"Term: July 1, 2019 through September 30, 2024

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X:\CONTRACTS - 2019 -\2019-2022\BH\ASC02 AMH INTENSIVE RESIDENTIAL SERVICES KK FY19-22
KM.DOC ANNE SIPPL CLINIC TREATMENT GROUP

ASC02BHHK2

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Period Four means the period from July 1, 2022 through June 30, 2023

Period Five means the period from July 1, 2023 through June 30, 2024

Period Six means the period from July 1, 2024 through September 30, 2024

Amount Not To Exceed:

Period One Amount Not To Exceed: \$360,964

Period Two Amount Not To Exceed: \$373,598

Period Three Amount Not To Exceed: \$386,674

Period Four Amount Not To Exceed: \$450,000

Period Five Amount Not To Exceed: \$450,000

Period Six Amount Not To Exceed: \$110,469

TOTAL AMOUNT NOT TO EXCEED: \$2,131,704"

3. Exhibit A-1, Paragraph IV. Payments, subparagraph A. (but not including subparagraphs A.1 or A.2), of the Contract is deleted in its entirety and replaced with the following:

"A. For all services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of \$168.45 per client bed day for Period One, Period Two and Period Three, \$191.28 per client bed day for Period Four and \$197.97 per client bed day for Period Five and Period Six; provided, however, the total of all such payments to CONTRACTOR shall not exceed the Amount Not To Exceed for each Period as specified in the Referenced Contract Provisions of the Agreement. Reimbursement shall be made only for services provided to Clients who are certified by ADMINISTRATOR as eligible to receive services."

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 3 remain in full force and effect.

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SIGNATURE PAGE—38 FOLLOWS

<u>1</u>	<u>CONTENTS</u>
<u>2</u>	<u>EXHIBIT A</u>

SIGNATURE PAGE**IN WITNESS WHEREOF, the**

Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: ANNE SIPPI CLINIC TREATMENT GROUP3 NathanChief Financial OfficerPetty4 Print NameTitle

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EXHIBIT B

12	I. Business Associate Contract	1
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EXHIBIT C

15	I. Personal Information Privacy and Security Contract	1
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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2019 through June 30, 2022

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

AGGREGATE MAXIMUM OBLIGATION:

Period One Aggregate Maximum Obligation: \$ 360,964

Period Two Aggregate Maximum Obligation: 373,598

Period Three Aggregate Maximum Obligation 386,674

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$1,121,235

Basis for Reimbursement: Fee for Service**Payment Method:** Monthly in
Arrears**CONTRACTOR DUNS (Endicott) Number:** 79-840-5122**CONTRACTOR DUNS (Ranch) Number:** 10-039-5107**CONTRACTOR TAX ID Number:** 95-4257558**NOTICES TO COUNTY AND CONTRACTOR:**

COUNTY: County of Orange
 Health Care Agency
 Contract Services
 405 West 5th Street, Suite 600
 Santa Ana, CA 92701-4637

CONTRACTOR: Anne Sippi Clinic Treatment Group
 2457 Endicott Street
 Los Angeles, CA 90032
 Nick Damian, Chief Operations Officer
 Nick_Damian@yahoo.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 Agreement:~~

4

~~Signature~~

A.

~~B. Date~~

6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AF. FFS	Fee For Service
35	AG. FSP	Full Service Partnership

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36	AH. FTE	Full Time Equivalent
37	AI. GAAP	Generally Accepted Accounting Principles

4

2Print Name

AJ.

AK.Title

3	AL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AM. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AN. HIV	Human Immunodeficiency Virus
8	AO. HSC	California Health and Safety Code
9	AP. IRIS	Integrated Records and Information System
10	AQ. ITC	Indigent Trauma Care
11	AR. LCSW	Licensed Clinical Social Worker
12	AS. MAT	Medication-Assisted Treatment
13	AT. MFT	Marriage and Family Therapist
14	AU. MH	Mental Health
15	AV. MHIS	Mental Health Inpatient Services
16	AW. MHP	Mental Health Plan
17	AX. MHS	Mental Health Specialist
18	AY. MHSA	Mental Health Services Act
19	AZ. MSN	Medical Safety Net
20	BA. NIH	National Institutes of Health
21	BB. NPI	National Provider Identifier
22	BC. NPP	Notice of Privacy Practices
23	BD. NPPES	National Plan and Provider Enumeration System
24	BE. OCR	Federal Office for Civil Rights
25	BF. OIG	Federal Office of Inspector General
26	BG. OMB	Federal Office of Management and Budget
27	BH. OPM	Federal Office of Personnel Management
28	BI. P&P	Policy and Procedure
29	BJ. PA-DSS	Payment Application Data Security Standard
30	BK. PATH	Projects for Assistance in Transition from Homelessness
31	BL. PC	California Penal Code
32	BM. PCI-DSS	Payment Card Industry Data Security Standards
33	BN. PCS	Post-Release Community Supervision
34	BO. PHI	Protected Health Information
35	BP. PI	Personally Identifiable Information
36	BQ. PRA	California Public Records Act

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 KM.DOC-ANNE-SIPPLINIC-TREATMENT-GROUP

ASC02BHKK2

37 |

BR: PSC

Professional Services Contract System

4

Signature

BS.

BT. Date

3

BU. SMA

~~Statewide Maximum Allowable (rate)~~

4

BV. SOW

~~Scope of Work~~

5

BW. SUD

~~Substance Use Disorder~~

6

BX. UMDAP

~~Uniform Method of Determining Ability to Pay~~

7

BY. UOS

~~Units of Service~~

8

BZ. USC

~~United States Code~~

9

CA. WIC

~~Women, Infants and Children~~

10

11

II. ALTERATION OF TERMS

12 ~~A. This Agreement, together with Exhibit A, B, and C attached hereto and incorporated herein,~~

13 ~~fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the~~

14 ~~subject matter of this Agreement.~~

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

16 ~~this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees~~

17 ~~or agents shall be valid unless made in the form of a written amendment to this Agreement, which has~~

18 ~~been formally approved and executed by both~~

Parties. 19

20 **III. ASSIGNMENT OF DEBTS**

21 ~~Unless this Agreement is followed without interruption by another Agreement between the Parties~~

22 ~~hereto for the same services and substantially the same scope, at the termination of this Agreement,~~

23 ~~CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of~~

24 ~~persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by~~

mail each of the respective Parties, specifying the date of assignment, the

25 **County of Orange** as assignee,

26 ~~and the address to which payments are to be sent. Payments received by CONTRACTOR from or on~~

27 ~~behalf of said persons, shall be immediately given to~~

COUNTY. 28

29 **IV. COMPLIANCE**

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~~30 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance~~
~~31 Program for~~
~~32 the purpose of ensuring adherence to all rules and regulations related to federal and state~~
~~33 health care~~
~~34 programs.~~
~~35 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies~~
~~36 and~~
~~37 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and~~
~~access to~~
~~General Compliance and Annual Provider Trainings.~~
~~2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its~~
~~own~~
~~compliance program, code of conduct and any compliance related policies and~~
~~procedures.~~

~~1 CONTRACTOR's compliance program, code of conduct and any related policies and~~
~~2 be verified by ADMINISTRATOR's Compliance Department to ensure they include all~~
~~3 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance~~
~~4 this Agreement. These elements include:~~
~~5 a. Designation of a Compliance Officer and/or compliance staff.~~
~~6 b. Written standards, policies and/or procedures.~~
~~7 c. Compliance related training and/or education program and proof of completion.~~
~~8 d. Communication methods for reporting concerns to the Compliance Officer.~~
~~9 e. Methodology for conducting internal monitoring and auditing.~~
~~10 f. Methodology for detecting and correcting offenses.~~
~~11 g. Methodology/Procedure for enforcing disciplinary standards.~~
~~12 3. If CONTRACTOR does not provide proof of its own compliance program~~
~~13 to~~
~~14 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's~~
~~15 Compliance~~
~~16 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR~~
~~17 within~~
~~18 thirty (30) calendar days of execution of this Agreement a signed~~
~~19 acknowledgement that~~
~~20 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code~~
~~21 of~~
~~22 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary~~
~~23 complete~~
~~24 ADMINISTRATOR's annual compliance training to ensure proper compliance.~~
~~25 4. If CONTRACTOR elects to have its own compliance program, code of conduct~~
~~26 and any~~
~~27 Compliance related policies and procedures reviewed by ADMINISTRATOR, then~~
~~28 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 Agreement.~~
~~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 the~~
~~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~~

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~~29 ADMINISTRATOR's required elements within thirty (30) calendar days after~~
~~ADMINISTRATOR's~~
~~30 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.~~
~~31 5. Upon written confirmation from ADMINISTRATOR's compliance officer that~~
~~the~~
~~32 CONTRACTOR's compliance program, code of conduct and any compliance related~~
~~policies and~~
~~33 procedures contain all required elements, CONTRACTOR shall ensure that all Covered~~
~~Individuals~~
~~34 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of~~
~~conduct,~~
~~35 related policies and procedures and contact information for the ADMINISTRATOR's~~
~~Compliance~~
~~36 Program.~~
~~37 //~~

~~1 B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals~~
~~2 employed or~~
~~3 retained to provide services related to this Agreement monthly to ensure that they are not~~
~~4 designated as~~
~~5 Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the~~
~~6 General~~
~~7 Services Administration's Excluded Parties List System or System for Award Management, the~~
~~8 Health~~
~~9 and Human Services/Office of Inspector General List of Excluded Individuals/Entities,~~
~~10 and the~~
~~11 a political subdivision of the State of California Medi-Cal Suspended and Ineligible Provider List, the~~
~~12 Social Security Administration's Death~~
~~13 Master File, and/or any other list or system as identified by ADMINISTRATOR.~~
~~14 1. For purposes of this Compliance Paragraph, Covered Individuals includes all~~
~~15 employees,~~
~~16 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health~~
~~17 care items~~
~~18 or services or who perform billing or coding functions on behalf of~~
~~19 ADMINISTRATOR.~~
~~20 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made~~
~~21 aware of~~
~~22 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and~~
~~23 procedures (or~~
~~24 CONTRACTOR's own compliance program, code of conduct and related policies and~~
~~25 procedures if~~
~~CONTRACTOR has elected to use its own).~~
~~2. An Ineligible Person shall be any individual or entity who:~~
~~a. is currently excluded, suspended, debarred or otherwise ineligible to~~
~~participate in~~
~~federal and state health care programs; or~~
~~b. has been convicted of a criminal offense related to the provision of health care~~
~~items or~~
~~services and has not been reinstated in the federal and state health care programs after a~~
~~period of~~
~~exclusion, suspension, debarment, or ineligibility.~~
~~3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or~~
~~engagement.~~
~~CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative~~
~~to this~~
~~Agreement.~~
~~4. CONTRACTOR shall screen all current Covered Individuals and subcontractors~~
~~monthly to~~
~~ensure that they have not become Ineligible Persons. CONTRACTOR shall also request~~
~~that its~~

~~26 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State~~
~~27 of California health programs and have not been excluded or debarred from participation in any federal~~
~~28 or state health care programs, and to further represent to CONTRACTOR that they do not have any~~
~~29 Ineligible Person in their employ or under contract.~~
~~30 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any~~
~~31 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.~~
~~32 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing~~
~~33 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an~~
~~34 Ineligible Person.~~
~~35 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal~~
~~36 and state funded health care services by contract with COUNTY in the event that they are currently~~
~~37 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.~~ If

~~1 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person;~~
~~2 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY~~
~~3 business operations related to this Agreement.~~
~~4 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual~~
~~or~~
~~5 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.~~
~~6 Such individual or entity shall be immediately removed from participating in any activity associated~~
~~7 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to~~
~~8 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall~~
~~9 promptly return any overpayments within forty-five (45) business days after the overpayment is verified~~
~~10 by ADMINISTRATOR.~~
~~11 C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance~~
~~12 Training available to Covered Individuals.~~
~~13 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's~~
~~14 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;~~
~~15 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated~~
~~16 representative to complete the General Compliance Training when offered.~~
~~17 2. Such training will be made available to Covered Individuals within thirty (30) calendar days~~
~~18 of employment or engagement.~~
~~19 3. Such training will be made available to each Covered Individual annually.~~
~~20 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide~~
~~21 copies of training certification upon request.~~
~~22 5. Each Covered Individual attending a group training shall certify, in writing, attendance at~~
~~23 compliance training. ADMINISTRATOR shall provide instruction on group training completion while~~
~~24 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,~~
~~25 CONTRACTOR shall provide copies of the certifications.~~
~~26 D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized~~
~~27 Provider Training, where appropriate, available to Covered Individuals.~~

~~28 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all~~
~~29 Covered~~
~~30 Individuals relative to this Agreement. This includes compliance with federal and state~~
~~31 healthcare~~
~~32 program regulations and procedures or instructions otherwise communicated by regulatory~~
~~33 agencies;~~
~~34 including the Centers for Medicare and Medicaid Services or their agents.~~
~~35 2. Such training will be made available to Covered Individuals within thirty (30) calendar~~
~~36 days~~
~~37 of employment or engagement.~~
~~38 3. Such training will be made available to each Covered Individual annually.~~
~~39 4. ADMINISTRATOR will track online completion of training while CONTRACTOR~~
~~40 shall~~
~~41 provide copies of the certifications upon request.~~
~~42 //~~

~~1 5. Each Covered Individual attending a group training shall certify, in writing,~~
~~2 attendance at~~
~~3 compliance training. ADMINISTRATOR shall provide instructions on completing the training~~
~~4 in a~~
~~5 group setting while CONTRACTOR shall retain the certifications. Upon written request~~
~~6 by~~
~~7 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~
~~8 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~
~~9 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of~~
~~10 health care~~
~~11 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely~~
~~12 manner~~
~~13 and are consistent with federal, state and county laws and regulations. This includes~~
~~14 compliance with~~
~~15 federal and state health care program regulations and procedures or instructions~~
~~16 otherwise~~
~~17 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services~~
~~18 or their~~
~~19 agents.~~
~~20 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious~~
~~21 claims~~
~~22 for payment or reimbursement of any kind.~~
~~23 3. CONTRACTOR shall bill only for those eligible services actually rendered which are~~
~~24 also~~
~~25 fully documented. When such services are coded, CONTRACTOR shall use proper billing~~
~~26 codes which~~
~~accurately describes the services provided and must ensure compliance with all~~
~~billing and~~
~~documentation requirements.~~
~~4. CONTRACTOR shall act promptly to investigate and correct any problems or~~
~~errors in~~
~~coding of claims and billing, if and when, any such problems or errors are identified.~~
~~5. CONTRACTOR shall promptly return any overpayments within forty-five (45)~~
~~business~~
~~days after the overpayment is verified by the ADMINISTRATOR.~~
~~6. CONTRACTOR shall meet the HCA MHP Quality Management Program~~
~~Standards and~~
~~participate in the quality improvement activities developed in the implementation of the~~
~~Quality~~
~~Management Program.~~
~~7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's~~
~~Cultural~~
~~Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the~~
~~Cultural~~

~~Competency Plan and submit the updates to the State for review and approval annually. (CCR,~~

~~27 Title 9,~~

~~28 §1810.410.subds.(c)-(d).~~

~~29 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a~~

~~30 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the~~

~~31 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty~~

~~32 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this~~

~~33 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of~~

~~34 such default.~~

~~35 //~~

~~36 //~~

~~37 //~~

~~V. CONFIDENTIALITY~~

~~A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any~~

~~audio and/or video recordings, in accordance with all applicable federal, state and county codes and~~

~~regulations, as they now exist or may hereafter be amended or changed.~~

~~1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this~~

~~Agreement are Clients of the Orange County Mental Health services system, and therefore it may be~~

~~necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information~~

~~regarding specific Clients with COUNTY or other providers of related services contracting with~~

~~COUNTY.~~

~~2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written~~

~~consents for the release of information from all persons served by CONTRACTOR pursuant to this~~

~~Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,~~

~~Part 2.6, relating to confidentiality of medical information.~~

~~3. In the event of a collaborative service agreement between Mental Health services providers,~~

~~CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,~~

~~from the collaborative agency, for Clients receiving services through the collaborative agreement.~~

~~B. Prior to providing any services pursuant to this Agreement, all members of the Board of~~

~~Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and~~

~~interns of the 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 Agreement 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.~~

~~VI. CONFLICT OF INTEREST~~

~~CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions~~

~~27—that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation~~
~~28—shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of~~
~~29—goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be~~
~~30—limited to establishing rules and procedures preventing its employees, agents, and subcontractors from~~
~~31—providing or offering gifts, entertainment, payments, loans or other considerations which could be~~
~~32—deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their~~
~~33—duties.~~
~~34—//~~
~~35—//~~
~~36—//~~
~~37—//~~

~~VII. COST REPORT~~

~~A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days~~

~~following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance~~

~~with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions~~

~~Paragraph of this Agreement. 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 CONTRACTOR, and available at any time to ADMINISTRATOR upon~~

~~reasonable notice.~~

~~1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time~~

~~period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the~~

~~following:~~

~~a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each~~

~~business day after the above specified due date that the accurate and complete Cost Report is not~~

~~submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The~~

~~late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by~~

~~CONTRACTOR.~~

~~b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~

~~pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the~~

~~accurate and complete Cost Report is delivered to ADMINISTRATOR.~~

~~2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the~~

~~Cost Report setting forth good cause for justification of the request. Approval of such requests shall be~~

~~at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.~~

~~3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report~~

~~within one hundred and eighty (180) calendar days following the termination of this Agreement, and~~

~~26 CONTRACTOR has not entered into a subsequent or new agreement for any other services with~~
~~27 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement~~
~~28 shall be immediately reimbursed to COUNTY.~~
~~29 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR~~
~~30 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR.~~
~~31 shall document that costs are reasonable and allowable and directly or indirectly related to the services to~~
~~32 be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.~~
~~33 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,~~
~~34 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set~~
~~35 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim~~
~~36 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and~~
~~37 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,~~

~~1 which is subsequently determined to have been for an unreimbursable expenditure or service,~~
~~2 shall be~~
~~3 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty~~
~~4 (30)~~
~~5 calendar days of submission of the Cost Report or COUNTY may elect to reduce any~~
~~6 amount owed~~
~~7 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~
~~8 D. If the Cost Report indicates the actual and reimbursable costs of services provided~~
~~9 pursuant to~~
~~10 this Agreement, less applicable revenues and late penalty, are lower than the aggregate~~
~~11 of interim~~
~~12 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY.~~
~~13 Such~~
~~14 reimbursement shall be made, in cash, or other authorized form of payment, with the~~
~~15 submission of the~~
~~16 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30)~~
~~17 calendar days~~
~~18 after submission of the Cost Report, COUNTY may, in addition to any other remedies,~~
~~19 reduce any~~
~~20 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~
~~21 E. If the Cost Report indicates the actual and reimbursable costs of services provided~~
~~22 pursuant to~~
~~23 this Agreement, less applicable revenues and late penalty, are higher than the aggregate~~
~~24 of interim~~
~~25 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference,~~
~~26 provided~~
~~27 such payment does not exceed the Maximum Obligation of COUNTY.~~
~~28 F. All Cost Reports shall contain the following attestation, which may be typed directly~~
~~29 on or~~
~~30 attached to the Cost Report:~~
~~31~~
~~32 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and~~
~~33 supporting documentation prepared by _____ for the cost report period~~
~~34 beginning _____ and ending _____ and that, to the best of my~~
~~35 knowledge and belief, costs reimbursed through this Agreement are reasonable and~~
~~36 allowable and directly or indirectly related to the services provided and that this Cost~~
~~37 Report is a true, correct, and complete statement from the books and records of~~
~~38 (provider name) in accordance with applicable instructions, except as noted. I also~~
~~39 hereby certify that I have the authority to execute the accompanying Cost~~
~~40 Report.~~

28 _____ Signed _____
 29 _____ Name _____
 30 _____ Title _____

31 _____ Date _____ "

32

33 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

34 ~~A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,~~
without

35 ~~prior written consent of COUNTY. CONTRACTOR shall provide written notification~~
of

36 ~~CONTRACTOR's intent to delegate the obligations hereunder, either in whole or~~
part, to

37 //

~~1 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the~~
~~2 delegation.~~
~~3 Any attempted assignment or delegation in derogation of this paragraph shall be void.~~
~~4 B. CONTRACTOR agrees that if there is a change or transfer in ownership of~~
~~5 CONTRACTOR's~~
~~6 business prior to completion of this Agreement, and COUNTY agrees to an assignment~~
~~7 of the~~
~~8 Agreement, the new owners shall be required under the terms of sale or other instruments of~~
~~9 transfer to~~
~~10 assume CONTRACTOR's duties and obligations contained in this Agreement and complete~~
~~11 them to the~~
~~12 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in~~
~~13 whole or in~~
~~14 part, without the prior written consent of COUNTY.~~
~~15 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit~~
~~16 corporation to~~
~~17 any other corporate structure of CONTRACTOR, including a change in more than fifty percent~~
~~18 (50%) of~~
~~19 the composition of the Board of Directors within a two (2) month period of time, shall be~~
~~20 deemed an~~
~~21 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a~~
~~22 community~~
~~23 clinic/health center to a Federally Qualified Health Center and has been so designated by the~~
~~24 Federal~~
~~Government. Any attempted assignment or delegation in derogation of this subparagraph shall~~
~~be void.~~
~~2. If CONTRACTOR is a for-profit organization, any change in the business~~
~~structure,~~
~~including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or~~
~~stocks of~~
~~CONTRACTOR, change to another corporate structure, including a change to a sole~~
~~proprietorship, or a~~
~~change in fifty percent (50%) or more of Board of Directors or any governing body of~~
~~CONTRACTOR~~
~~at one time shall be deemed an assignment pursuant to this paragraph. Any attempted~~
~~assignment or~~
~~delegation in derogation of this subparagraph shall be void.~~
~~3. If CONTRACTOR is a governmental organization, any change to another~~
~~structure,~~
~~including a change in more than fifty percent (50%) of the composition of its governing body (i.e.~~
~~Board~~
~~of Supervisors, City Council, School Board) within a two (2) month period of time, shall be~~
~~deemed an~~
~~assignment for purposes of this paragraph. Any attempted assignment or delegation in~~

derogation of this

~~25 subparagraph shall be void.~~

~~26 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,~~

~~27 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations~~

~~28 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to~~

~~29 the effective date of the assignment.~~

~~30 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,~~

~~31 CONTRACTOR shall provide written notification within thirty (30) calendar days to~~

~~32 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any~~

~~33 governing body of CONTRACTOR at one time.~~

~~34 6. COUNTY reserves the right to immediately terminate the Agreement in the event~~

~~35 COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise~~

~~36 unacceptable to COUNTY for the provision of services under the Agreement.~~

~~37 //~~

~~C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by~~

~~means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,~~

~~meet the requirements of this Agreement as they relate to the service or activity under subcontract,~~

~~include any provisions that ADMINISTRATOR may require, and are authorized in writing by~~

~~ADMINISTRATOR prior to the beginning of service delivery.~~

~~1. After approval of the subcontractor, ADMINISTRATION may revoke the approval of the~~

~~subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor~~

~~subsequently fails to meet the requirements of this Agreement or any provisions that~~

~~ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported~~

~~by CONTRACTOR.~~

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

~~pursuant to this Agreement.~~

~~3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,~~

~~amounts claimed for subcontracts not approved in accordance with this paragraph.~~

~~4. This provision shall not be applicable to service agreements usually and customarily entered~~

~~into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services~~

~~provided by consultants.~~

~~D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's~~

~~status with respect to name changes that do not require an assignment of the Agreement.~~

~~CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party~~

~~to any litigation against COUNTY, or a party to litigation that may reasonably affect the~~

~~CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between~~

~~CONTRACTOR and County that may arise prior to or during the period of Agreement performance.~~

~~While CONTRACTOR will be required to provide this information without prompting from COUNTY~~

~~any time there is a change in CONTRACTOR's name, conflict of interest or litigation status;~~

~~26 CONTRACTOR must also provide an update to COUNTY of its status in these areas~~
~~27 whenever~~
~~28 requested by~~
~~29 COUNTY.~~

~~30~~ **IX. DISPUTE RESOLUTION**

~~31 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally.~~
~~32 If the~~
~~33 dispute concerning a question of fact arising under the terms of this Agreement is not~~
~~34 disposed of in a~~
~~35 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter~~
~~36 shall be~~
~~37 brought to the attention of the COUNTY Purchasing Agency by way of the following process:~~
~~38 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand~~
~~39 for a~~
~~40 final decision regarding the disposition of any dispute between the Parties arising under,~~
~~41 related to, or~~
~~42 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such~~
~~43 a final~~
~~44 decision.~~

~~2. CONTRACTOR's written demand shall be fully supported by factual information, and, if~~
~~such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the~~
~~demand a written statement signed by an authorized representative indicating that the demand is made in~~
~~good faith, that the supporting data are accurate and complete, and that the amount requested accurately~~
~~reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.~~
~~B. Pending the final resolution of any dispute arising under, related to, or involving this~~
~~Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via~~
~~this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure~~
~~to proceed diligently shall be considered a material breach of this Agreement.~~
~~C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and~~
~~shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render~~
~~a~~ Designee Authorized Signature:
~~decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed~~
~~a final decision adverse to CONTRACTOR's contentions.~~
~~D. This Agreement has been negotiated and executed in the State of California and shall be~~
~~governed by and construed under the laws of the State of California. In the event of any legal action to~~
~~enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent~~
~~jurisdiction located in~~

Print Name

Title

Signature

Date

~~Orange County, California, and the Parties hereto agree to and do hereby submit~~
~~to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the~~
~~Parties specifically agree to waive any and all rights to request that an action be transferred for~~
~~adjudication to another~~
~~county.~~ 21

22 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

~~23 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations~~
~~24 regarding the employment of aliens and others and to ensure that employees, subcontractors, and~~
~~25 consultants performing work under this Agreement meet the citizenship or alien status requirements set~~
~~26 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,~~
~~27 subcontractors, and consultants performing work hereunder, all verification and other documentation of~~
~~28 employment eligibility status required by federal or state statutes and regulations including, but not~~
~~29 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently~~
~~30 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all~~
~~31 covered employees, subcontractors, and consultants for the period prescribed by the law. 32~~

~~33~~ **XI. FACILITIES, PAYMENTS AND SERVICES**

~~34 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance~~
~~35 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.~~
~~36 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the~~
~~37 //~~

~~1 minimum number and type of staff which meet applicable federal and state requirements, and
 2 which are
 3 necessary for the provision of the services hereunder.
 4 B. In the event that CONTRACTOR is unable to provide the services, staffing,
 5 facilities, or
 6 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total
 7 Maximum
 8 Obligation for the appropriate Period as well as the Aggregate Maximum Obligation. The
 9 reduction to
 10 the Maximum Obligation shall be in an amount proportionate to the number of days in
 11 which
 12 CONTRACTOR was determined to be unable to provide services, staffing, facilities or
 13 supplies.
 14 CONTRACTOR shall, at its own expense, provide and maintain the organizational and
 15 administrative
 16 capabilities required to carry out its duties and responsibilities under this Agreement and in
 17 accordance
 18 with all the applicable statutes and regulations pertaining to Short Doyle
 19 Providers. 11~~

~~12 XII. INDEMNIFICATION AND INSURANCE~~

~~13 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
 14 COUNTY,
 15 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those
 16 special
 17 districts and agencies for which COUNTY's Board of Supervisors acts as the governing
 18 Board
 19 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or
 20 nature,
 21 including but not limited to personal injury or property damage, arising from or related to the
 22 services,
 23 products or other performance provided by CONTRACTOR pursuant to this Agreement. If
 24 judgment is
 25 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because
 of the
 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR
 and
 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
 request
 a jury apportionment.
 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 purchase all
 required insurance at CONTRACTOR's expense, including all endorsements required herein,
 necessary
 to satisfy COUNTY that the insurance provisions of this Agreement have been complied~~

with.

~~26 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and
endorsements on
27 deposit with COUNTY during the entire term of this Agreement. In addition, all
subcontractors
28 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain
insurance
29 subject to the same terms and conditions as set forth herein for CONTRACTOR.
30 C. CONTRACTOR shall ensure that all subcontractors performing work on
behalf of
31 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's
insurance as an
32 Additional Insured or maintain insurance subject to the same terms and conditions as set forth
herein for
33 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors
have less
34 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It
is the
35 obligation of CONTRACTOR to provide notice of the insurance requirements to every
subcontractor
36 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such
proof of
37 //~~

~~1 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for~~
~~2 inspection~~
~~3 by COUNTY representative(s) at any reasonable time.~~
~~4 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty~~
~~5 thousand~~
~~6 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon~~
~~7 review of~~
~~8 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,~~
~~9 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in~~
~~10 this~~
~~11 Agreement, agrees to all of the following:~~
~~12 1. In addition to the duty to indemnify and hold the COUNTY harmless against any~~
~~13 and all~~
~~14 liability, claim, demand or suit resulting from CONTRACTOR's, its agents,~~
~~15 employee's or~~
~~16 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at~~
~~17 its sole~~
~~18 cost and expense with counsel approved by Board of Supervisors against same; and~~
~~19 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective~~
~~20 of any~~
~~21 duty to indemnify or hold harmless; and~~
~~22 3. The provisions of California Civil Code Section 2860 shall apply to any and all~~
~~23 actions to~~
~~24 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision~~
~~25 shall be~~
~~26 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.~~
~~27 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full~~
~~term of~~
~~this Agreement, the COUNTY may terminate this Agreement.~~
~~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 VIII (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-/VIII, 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.~~

~~28~~—//

~~29~~—//

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~~32~~—//

~~33~~—//

~~34~~—//

~~35~~—//

~~36~~—//

~~37~~—//

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

Coverage

Minimum Limits

Commercial General Liability \$1,000,000 per occurrence
\$2,000,000 aggregate

Automobile Liability including coverage \$1,000,000 per occurrence
for owned, non-owned, and hired vehicles
(4 passengers or less)

Passenger vehicles (7 passengers or less) \$2,000,000 per occurrence

Passenger vehicles (8 passengers or more) \$5,000,000 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
\$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. The Commercial General Liability policy shall contain the following endorsements,
which
shall accompany the COI:

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at
least
as broad naming the **County of Orange, its elected and appointed officials, officers,
agents and**

employees as Additional Insureds, or provide blanket coverage, which will state **AS
REQUIRED BY**

WRITTEN AGREEMENT.

- 1 ~~b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a~~
2 ~~form at~~
3 ~~least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance~~
4 ~~or self-~~
5 ~~insurance maintained by the County of Orange shall be excess and non-contributing.~~
6 ~~2. The Network Security and Privacy Liability policy shall contain the following~~
7 ~~endorsements~~
8 ~~which shall accompany the COI:~~
9 ~~a. An Additional Insured endorsement naming the **County of Orange, its**~~
10 ~~**elected and**~~
11 ~~**appointed officials, officers, agents and employees** as Additional Insureds for its vicarious~~
12 ~~liability.~~
13 ~~b. A primary and non-contributing endorsement evidencing that the~~
14 ~~Contractor's~~
15 ~~insurance is primary and any insurance or self-insurance maintained by the County of Orange~~
16 ~~shall be~~
17 ~~excess and non-contributing.~~
18 ~~J. All insurance policies required by this Agreement shall waive all rights of subrogation~~
19 ~~against~~
20 ~~the County of Orange, its elected and appointed officials, officers, agents and employees~~
21 ~~when acting~~
22 ~~within the scope of their appointment or employment.~~
23 ~~K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement~~
24 ~~waiving~~
25 ~~all rights of subrogation against the **County of Orange, its elected and appointed**~~
26 ~~**officials,**~~
27 ~~**officers, agents and employees,** or provide blanket coverage, which will state **AS**~~
28 ~~**REQUIRED BY**~~
29 ~~**WRITTEN AGREEMENT.**~~
30 ~~L. All insurance policies required by this Agreement shall waive all rights of subrogation~~
31 ~~against~~
32 ~~the County of Orange, its elected and appointed officials, officers, agents and employees~~
33 ~~when acting~~
34 ~~within the scope of their appointment or employment.~~
35 ~~M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any~~
36 ~~policy~~
37 ~~cancellation and within ten (10) days for non-payment of premium and provide a copy~~
38 ~~of the~~
39 ~~cancellation notice to COUNTY. Failure to provide written notice of cancellation shall~~
40 ~~constitute a~~
41 ~~breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or~~
42 ~~terminate this~~
43 ~~Agreement.~~
44 ~~N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or~~

Network

- ~~27 Security & Privacy Liability are "Claims-Made" policies, CONTRACTOR shall agree to maintain~~
- ~~28 coverage for two (2) years following the completion of the Agreement.~~
- ~~29 O. The Commercial General Liability policy shall contain a "severability of interests" clause also~~
- ~~30 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).~~
- ~~31 P. Insurance certificates should be forwarded to the agency/department address listed on the~~
- ~~32 solicitation.~~
- ~~33 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)~~
- ~~34 days of notification by GEO/Purchasing or the agency/department purchasing division, award may be~~
- ~~35 made to the next qualified vendor.~~
- ~~36 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease~~
- ~~37 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or~~

~~decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately~~

~~protect COUNTY.~~

~~S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If~~

~~CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with~~

~~COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this~~

~~Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled~~

~~to all legal remedies.~~

~~T. The procuring of such required policy or policies of insurance shall not be construed to limit~~

~~CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of~~

~~this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.~~

~~U. SUBMISSION OF INSURANCE DOCUMENTS~~

~~1. The COI and endorsements shall be provided to COUNTY as follows:~~

~~a. Prior to the start date of this Agreement.~~

~~b. No later than the expiration date for each policy.~~

~~c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding~~

~~changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.~~

~~2. The COI and endorsements shall be provided to the COUNTY at the address as specified in~~

~~the Referenced Contract Provisions of this Agreement.~~

~~3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance~~

~~provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have~~

~~sole discretion to impose one or both of the following:~~

~~a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~

~~pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the~~

~~required COI and endorsements that meet the insurance provisions stipulated in this Agreement are~~

~~submitted to ADMINISTRATOR.~~

~~b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late~~

~~COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and~~

~~28 CONTRACTOR, until such time that the required COI and endorsements that meet the~~
~~insurance~~
~~29 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~
~~30 c. If CONTRACTOR is assessed a late penalty, the amount shall be~~
~~deducted from~~
~~31 CONTRACTOR's monthly invoice.~~
~~32 4. In no cases shall assurances by CONTRACTOR, its employees, agents,~~
~~including any~~
~~33 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept~~
~~valid COIs~~
~~34 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance~~
~~coverage.~~
~~35 //~~
~~36 //~~
~~37 //~~

~~XIII. 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 HHS, 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 Agreement, for the purpose of responding to a beneficiary 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 Agreement. Such persons may at all reasonable times~~

~~inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in~~

~~which they are provided.~~

~~1. These audits, reviews, evaluations, or examinations may include, but are not limited to, the~~

~~following:~~

~~a. Level and quality of care, including the necessity and appropriateness of the services~~

~~provided.~~

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

~~c. Compliance with COUNTY Client Grievances Procedures.~~

~~d. Financial records when determined necessary to protect public funds.~~

~~2. COUNTY shall provide CONTRACTOR with at least seventy-two (72) hours' notice of~~

~~such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may~~

~~be made in those situations where arrangement of an appointment beforehand is not possible or is~~

~~inappropriate due to the nature of the inspection or evaluation.~~

~~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~~

~~Agreement, and shall provide the above mentioned persons adequate office space to conduct such~~

~~evaluation or monitoring.~~

~~C. AUDIT RESPONSE~~

~~28 1. Following an audit report, in the event of non-compliance with applicable laws~~
~~29 and~~
~~30 regulations governing funds provided through this Agreement, COUNTY may terminate this~~
~~31 Agreement~~
~~32 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately~~
~~33 implement~~
~~34 appropriate corrective action. A plan of corrective action shall be submitted to~~
~~35 ADMINISTRATOR in~~
~~36 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.~~
~~37 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 retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Agreement.~~

~~E. 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 Agreement.~~

~~XIV. LICENSES AND LAWS~~

~~A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.~~

~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.~~

~~2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar~~

days

~~28 of the award of this Agreement:~~

~~29 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security~~

~~30 number, and residence address;~~

~~31 b. In the case of a CONTRACTOR doing business in a form other than as an individual,~~

~~32 the name, date of birth, social security number, and residence address of each individual who owns an~~

~~33 interest of ten percent (10%) or more in the contracting entity;~~

~~34 3. It is expressly understood that this data will be transmitted to governmental agencies~~

~~35 charged with the establishment and enforcement of child support orders, or as permitted by federal~~

~~36 and/or state statute.~~

~~37 //~~

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

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

~~XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA~~

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

- ~~35 B. Any advertisement through radio, television broadcast, or the Internet, for educational or~~
- ~~36 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this~~
- ~~37 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.~~

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

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

~~XVI. MAXIMUM OBLIGATION~~

~~A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Mental Health Inpatient Services during Period One, Period Two and Period Three are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.~~

~~B. ADMINISTRATOR may amend the Aggregate Maximum Obligation by an amount not to exceed ten percent (10%) of the Period One funding for this Agreement.~~

~~XVII. MINIMUM WAGE LAWS~~

~~A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"~~

~~27 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in~~
~~28 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals~~
~~29 providing services pursuant to this Agreement be paid no less than the greater of the federal or~~
~~30 California Minimum Wage.~~
~~31 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other~~
~~32 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor~~
~~33 standards pursuant to providing services pursuant to this Agreement.~~
~~34 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,~~
~~35 where applicable, shall comply with the prevailing wage and related requirements, as provided for in~~
~~36 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the~~
~~37 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.~~

~~XVIII. NONDISCRIMINATION~~**~~A. EMPLOYMENT~~**

~~1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her 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.~~

~~Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her 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.~~

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

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

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

~~5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR~~

~~and/or subcontractor shall state that all qualified applicants will receive consideration for employment~~

~~without regard to race, religious creed, color, national origin, ancestry, physical disability,~~

mental

- ~~26 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender~~
- ~~27 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed~~
- ~~28 fulfilled by use of the term EOE.~~
- ~~29 6. Each labor union or representative of workers with which CONTRACTOR and/or~~
- ~~30 subcontractor has a collective bargaining agreement or other contract or understanding must post a~~
- ~~31 notice advising the labor union or workers' representative of the commitments under this~~
- ~~32 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to~~
- ~~33 employees and applicants for employment.~~
- ~~34 B. SERVICES, BENEFITS AND FACILITIES — CONTRACTOR and/or subcontractor shall not~~
- ~~35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities~~
- ~~36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental~~
- ~~37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender~~

~~1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX~~
~~2 of the~~
~~3 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil~~
~~4 Rights~~
~~5 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9,~~
~~6 Division~~
~~7 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic~~
~~8 Information~~
~~9 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent~~
~~10 rules and~~
~~11 regulations promulgated pursuant thereto, and as otherwise provided by state law and~~
~~12 regulations, as all~~
~~13 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination~~
~~14 paragraph, discrimination includes, but is not limited to the following based on one or more~~
~~15 of the~~
~~16 factors identified above:~~
~~17~~
~~18 1. Denying a Client or potential Client any service, benefit, or accommodation.~~
~~19~~
~~20 2. Providing any service or benefit to a Client which is different or is provided in a~~
~~21 different~~
~~22 manner or at a different time from that provided to other Clients.~~
~~23~~
~~24 3. Restricting a Client in any way in the enjoyment of any advantage or privilege~~
~~25 enjoyed by~~
~~26 others receiving any service and/or benefit.~~
~~27~~
~~28 4. Treating a Client differently from others in satisfying any admission~~
~~29 requirement or~~
~~30 condition, or eligibility requirement or condition, which individuals must meet in order to be~~
~~31 provided~~
~~32 any service and/or benefit.~~
~~33~~
~~34 5. Assignment of times or places for the provision of services.~~
~~35~~
~~36 C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all~~
~~37 Clients~~
~~38 through a written statement that CONTRACTOR's and/or subcontractor's Clients may~~
~~39 file all~~
~~40 complaints alleging discrimination in the delivery of services with CONTRACTOR,~~
~~41 subcontractor, and~~
~~42 ADMINISTRATOR.~~
~~43~~
~~44 1. Whenever possible, problems shall be resolved at the point of service.~~
~~45 CONTRACTOR~~
~~46 shall establish an internal informal problem resolution process for Clients not able to~~
~~47 resolve such~~
~~48 problems at the point of service. Clients may initiate a grievance or complaint directly~~
~~49 with~~
~~50 CONTRACTOR either orally or in writing.~~
~~51~~
~~52 a. COUNTY shall establish a formal resolution and grievance process in the~~

event

~~28 informal processes do not yield a resolution.~~

~~29 b. Throughout the problem resolution and grievance process, Client rights shall be~~

~~30 maintained, including access to the COUNTY's Patients' Rights Office at any point in the process.~~

~~31 Clients shall be informed of their right to access the COUNTY's Patients' Rights Office at any time.~~

~~32 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as~~

~~33 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to~~

~~34 request a State Fair Hearing.~~

~~35 D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply~~

~~36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as~~

~~37 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 Agreement 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.~~

XIX. NOTICES

~~A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement 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 Agreement 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 any other expedited delivery service.~~

~~B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of~~

~~this Agreement 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~~

~~28 Parcel Service, or any other expedited delivery service.~~

~~29 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of~~

~~30 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such~~

~~31 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or~~

~~32 damage to any COUNTY property in possession of CONTRACTOR.~~

~~33 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by~~

~~34 ADMINISTRATOR.~~

~~35 //~~

~~36 //~~

~~37 //~~

XX. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement,

CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain

the name of the deceased, the date and time of death, the nature and circumstances of the death, and the

name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION — CONTRACTOR shall notify ADMINISTRATOR by

telephone immediately upon becoming aware of the death due to non-terminal illness of any person

served pursuant to this Agreement; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS — CONTRACTOR shall hand deliver, fax, and/or send

via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming

aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

b. TERMINAL ILLNESS — CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware

of the death due to terminal illness of any person served pursuant to this Agreement.

c. When notification via encrypted email is not possible or practical CONTRACTOR may

hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this

Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related

to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this

Notification of Death

Paragraph. 23

XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in

whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve

Clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance

~~29 of any applicable public event or meeting. The notification must include the date, time, duration,~~
~~30 location and purpose of the public event or meeting. Any promotional materials or event related flyers~~
~~31 must be approved by ADMINISTRATOR prior to~~
~~32 distribution.~~

~~33~~ **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

~~34 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term~~
~~35 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in~~
~~36 accordance with this Agreement and all applicable requirements.~~
~~37 //~~

- ~~1. CONTRACTOR shall maintain records that are adequate to substantiate the services for~~
- ~~which claims are submitted for reimbursement under this Agreement and the charges thereto. Such~~
- ~~records shall include, but not be limited to, individual patient charts and utilization review records.~~
- ~~2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN~~
- ~~Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was~~
- ~~rendered, and such additional information as ADMINISTRATOR or DHCS may require.~~
- ~~3. CONTRACTOR shall maintain books, records, documents, accounting procedures and~~
- ~~practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature~~
- ~~claimed to have been incurred in the performance of this Agreement and in accordance with Medicare~~
- ~~principles of reimbursement and GAAP.~~
- ~~4. CONTRACTOR shall ensure the maintenance of medical records required by §70747~~
- ~~through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical~~
- ~~necessity of the service, and the quality of care provided. Records shall be maintained in accordance~~
- ~~with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.~~
- ~~B. CONTRACTOR shall implement and maintain administrative, technical and physical~~
- ~~safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of~~
- ~~PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the~~
- ~~extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal~~
- ~~or state regulations and/or COUNTY policies.~~
- ~~C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure~~
- ~~manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish~~
- ~~and implement written record management procedures.~~
- ~~D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the~~
- ~~termination of the contract, unless a longer period is required due to legal proceedings such as litigations~~
- ~~and/or settlement of claims.~~
- ~~E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)~~

years

~~27 following discharge of the participant, client and/or patient.~~

~~28 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,~~

~~29 billings, and revenues available at one (1) location within the limits of the County of Orange. If~~

~~30 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide~~

~~31 written approval to CONTRACTOR to maintain records in a single location, identified by~~

~~32 CONTRACTOR.~~

~~33 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out~~

~~34 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR~~

~~35 all information that is requested by the PRA request.~~

~~36 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that~~

~~37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or~~

~~request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:~~
~~1. The medical records and billing records about individuals maintained by or for a covered health care provider;~~
~~2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or~~
~~3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.~~
~~I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:~~
~~1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.~~
~~2. Provide auditor or other authorized individuals access to documents via a computer terminal.~~
~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.~~
~~J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.~~
~~K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.~~ 24

~~XXIII. RESEARCH AND PUBLICATION~~
~~CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for~~

28—publication.

29

30—**XXIV. REVENUE**

31—~~A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to~~

32—~~Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other~~

33—~~third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,~~

34—~~according to their ability to pay as determined by the State Department of Health Care Services;~~

35—~~“Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as~~

36—~~approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.~~

37—~~//~~

1 ~~Such fee shall not exceed the actual cost of services provided. No Client shall be~~
2 ~~denied services~~
3 ~~because of an inability to pay.~~
4 ~~B. THIRD-PARTY REVENUE — CONTRACTOR shall make every reasonable effort to~~
5 ~~obtain all~~
6 ~~available third-party reimbursement for which persons served pursuant to this Agreement~~
7 ~~may be~~
8 ~~eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and~~
9 ~~customary~~
10 ~~charges.~~
11 ~~C. PROCEDURES — CONTRACTOR shall maintain internal financial controls which~~
12 ~~adequately~~
13 ~~ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically~~
14 ~~provide~~
15 ~~for the identification of delinquent accounts and methods for pursuing such accounts.~~
16 ~~CONTRACTOR~~
17 ~~shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees~~
18 ~~which~~
19 ~~are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR~~
20 ~~to be~~
21 ~~uncollectible.~~
22 ~~D. OTHER REVENUES — CONTRACTOR shall charge for services, supplies, or facility~~
23 ~~use by~~
24 ~~persons other than individuals or groups eligible for services pursuant to this~~
25 ~~Agreement.~~ 15

16 ~~XXV. SEVERABILITY~~

17 ~~If a court of competent jurisdiction declares any provision of this Agreement or application~~
18 ~~thereof~~
19 ~~to any person or circumstances to be invalid or if any provision of this Agreement~~
20 ~~contravenes any~~
21 ~~federal, state or county statute, ordinance, or regulation, the remaining provisions of this~~
22 ~~Agreement or~~
23 ~~the application thereof shall remain valid, and the remaining provisions of this Agreement shall~~
24 ~~remain~~
25 ~~in full force and effect, and to that extent the provisions of this Agreement are~~
26 ~~severable.~~ 22

23 ~~XXVI. SPECIAL PROVISIONS~~

24 ~~A. CONTRACTOR shall not use the funds provided by means of this Agreement for the~~
25 ~~following~~
26 ~~purposes:~~
27 ~~1. Making cash payments to intended recipients of services through this Agreement.~~
28 ~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all~~
29 ~~certifications~~

~~28 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation~~
~~on use~~
~~29 of appropriated funds to influence certain federal contracting and financial transactions).~~
~~30 3. Fundraising.~~
~~31 4. Purchase of gifts, meals, entertainment, awards, or other personal~~
~~expenses for~~
~~32 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the~~
~~Board of~~
~~33 Directors or governing body.~~
~~34 5. Reimbursement of CONTRACTOR's members of the Board of Directors or~~
~~governing~~
~~35 body for expenses or services.~~
~~36 //~~
~~37 //~~

- 1 ~~6. Making personal loans to CONTRACTOR's staff, volunteers, interns,~~
2 ~~consultants,~~
3 ~~subcontractors, and members of the Board of Directors or governing body, or its designee or~~
4 ~~authorized~~
5 ~~agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~
6 ~~7. Paying an individual salary or compensation for services at a rate in excess of the~~
7 ~~current~~
8 ~~Level I of the Executive Salary Schedule as published by the OPM. The OPM~~
9 ~~Executive Salary~~
10 ~~Schedule may be found at www.opm.gov.~~
11 ~~8. Severance pay for separating employees.~~
12 ~~9. Paying rent and/or lease costs for a facility prior to the facility meeting all required~~
13 ~~building~~
14 ~~codes and obtaining all necessary building permits for any associated construction.~~
15 ~~B. Unless otherwise specified in advance and in writing by ADMINISTRATOR,~~
16 ~~CONTRACTOR~~
17 ~~shall not use the funds provided by means of this Agreement for the following purposes:~~
18 ~~1. Funding travel or training (excluding mileage or parking).~~
19 ~~2. Making phone calls outside of the local area unless documented to be directly~~
20 ~~for the~~
21 ~~purpose of Client care.~~
22 ~~3. Payment for grant writing, consultants, certified public accounting, or legal services.~~
23 ~~4. Purchase of artwork or other items that are for decorative purposes and do not~~
24 ~~directly~~
25 ~~contribute to the quality of services to be provided pursuant~~
26 ~~to this.~~ 18
- 19 ~~**XXVII. STATUS OF CONTRACTOR**~~
20 ~~CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and~~
21 ~~shall be~~
22 ~~wholly responsible for the manner in which it performs the services required of it by the terms~~
23 ~~of this~~
24 ~~Agreement. CONTRACTOR is entirely responsible for compensating staff,~~
25 ~~subcontractors, and~~
26 ~~consultants employed by CONTRACTOR. This Agreement shall not be construed as~~
27 ~~creating the~~
28 ~~relationship of employer and employee, or principal and agent, between COUNTY and~~
29 ~~CONTRACTOR~~
30 ~~or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or~~
31 ~~subcontractors.~~
32 ~~CONTRACTOR assumes exclusively the responsibility for the acts of its employees,~~
33 ~~agents,~~
34 ~~consultants, volunteers, interns, or subcontractors as they relate to the services to be provided~~
35 ~~during the~~

~~28 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,~~
~~29 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and~~
~~30 shall not be considered in any manner to be COUNTY's employees. 31~~

~~32~~ **XXVIII. TERM**

~~33 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the~~
~~34 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference~~
~~35 Contract Provisions of this Agreement or the execution date, whichever is later. This specific~~
~~36 Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless~~
~~37 otherwise sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to~~

1 ~~perform such duties as would normally extend beyond this term, including but not limited to,~~
 2 ~~obligations~~
 3 ~~with respect to confidentiality, indemnification, audits, reporting and accounting.~~
 4 ~~B. Any administrative duty or obligation to be performed pursuant to this Agreement on a~~
 5 ~~weekend~~
 6 ~~or holiday may be performed on the next regular~~
 7 ~~business day.~~

8 ~~XXIX. TERMINATION~~

9 ~~A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar~~
 10 ~~days'~~
 11 ~~written notice given the other Party.~~
 12 ~~B. CONTRACTOR shall be responsible for meeting all programmatic and~~
 13 ~~administrative~~
 14 ~~contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be~~
 15 ~~subject~~
 16 ~~to the issuance of a CAP for the failure to perform to the level of contracted objectives,~~
 17 ~~continuing to not~~
 18 ~~meet goals and expectations, and/or for non-compliance. If CAPs are not completed within~~
 19 ~~timeframe~~
 20 ~~as determined by ADMINISTRATOR notice, payments may be reduced or withheld until~~
 21 ~~CAP is~~
 22 ~~resolved and/or the Agreement could be terminated.~~
 23 ~~C. Unless otherwise specified in this Agreement, COUNTY may terminate this~~
 24 ~~Agreement upon~~
 25 ~~five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of~~
 26 ~~this~~
 27 ~~Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty~~
 28 ~~(30)~~
 29 ~~calendar days for corrective action.~~
 30 ~~D. COUNTY may terminate this Agreement immediately, upon written notice, on the~~
 31 ~~occurrence~~
 32 ~~of any of the following events:~~
 33 ~~1. The loss by CONTRACTOR of legal capacity.~~
 34 ~~2. Cessation of services.~~
 35 ~~3. The delegation or assignment of CONTRACTOR's services, operation or~~
 36 ~~administration to~~
 37 ~~another entity without the prior written consent of COUNTY.~~
 38 ~~4. The neglect by any physician or licensed person employed by CONTRACTOR of~~
 39 ~~any duty~~
 40 ~~required pursuant to this Agreement.~~
 41 ~~5. The loss of accreditation or any license required by the Licenses and Laws~~
 42 ~~Paragraph of this~~
 43 ~~Agreement.~~

~~29 6. The continued incapacity of any physician or licensed person to perform duties
30 required~~

~~31 pursuant to this Agreement.~~

~~32 7. Unethical conduct or malpractice by any physician or licensed person providing
33 services~~

~~34 pursuant to this Agreement; provided, however, COUNTY may waive this option if
35 CONTRACTOR~~

~~36 removes such physician or licensed person from serving persons treated or assisted
37 pursuant to this~~

~~38 Agreement.~~

~~39 E. CONTINGENT FUNDING~~

~~40 1. Any obligation of COUNTY under this Agreement is contingent upon the following:~~

~~41 //~~

- ~~1 a. The continued availability of federal, state and county funds for reimbursement of~~
- ~~2 COUNTY's expenditures, and~~
- ~~3 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)~~
- ~~4 approved by the Board of Supervisors.~~
- ~~5 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,~~
- ~~6 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given~~
- ~~7 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated~~
- ~~8 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.~~
- ~~9 F. In the event this Agreement is suspended or terminated prior to the completion of the term as~~
- ~~10 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole~~
- ~~11 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced~~
- ~~12 term of the Agreement.~~
- ~~13 G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or~~
- ~~14 D. above, CONTRACTOR shall do the following:~~
- ~~15 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which~~
- ~~16 is consistent with recognized standards of quality care and prudent business practice.~~
- ~~17 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract~~
- ~~18 performance during the remaining contract term.~~
- ~~19 3. Until the date of termination, continue to provide the same level of service required by this~~
- ~~20 Agreement.~~
- ~~21 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,~~
- ~~22 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an~~
- ~~23 orderly transfer.~~
- ~~24 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with~~
- ~~25 Client's best interests.~~
- ~~26 6. If records are to be transferred to COUNTY, pack and label such records in accordance with~~
- ~~27 directions provided by ADMINISTRATOR.~~
- ~~28 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment~~

and

~~29 supplies purchased with funds provided by COUNTY.~~

~~30 8. To the extent services are terminated, cancel outstanding commitments covering the~~

~~31 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding~~

~~32 commitments which relate to personal services. With respect to these canceled commitments,~~

~~33 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims~~

~~34 arising out of such cancellation of commitment which shall be subject to written approval of~~

~~35 ADMINISTRATOR.~~

~~36 9. Provide written notice of termination of services to each Client being served under this~~

~~37 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of~~

1 ~~termination of services must also be provided to ADMINISTRATOR within the fifteen (15)~~
2 ~~calendars~~

3 ~~day period.~~

4 ~~H. The rights and remedies of COUNTY provided in this Termination Paragraph shall~~
5 ~~not be~~

6 ~~exclusive, and are in addition to any other rights and remedies provided by law or under this~~
7 ~~Agreement. 5~~

8 ~~**XXX. THIRD PARTY BENEFICIARY**~~

9 ~~Neither party hereto intends that this Agreement shall create rights hereunder in third~~
10 ~~parties~~

11 ~~including, but not limited to, any subcontractors or any Clients provided services~~
12 ~~hereunder. 9~~

13 ~~**XXXI. WAIVER OF DEFAULT OR BREACH**~~

14 ~~Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver~~
15 ~~of any~~

16 ~~subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision~~
17 ~~of this~~

18 ~~Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY~~
19 ~~of any~~

20 ~~default or any breach by CONTRACTOR shall not be considered a modification of the terms~~
21 ~~of this~~

22 ~~Agreement.~~

23 ~~//~~

24 ~~//~~

25 ~~//~~

26 ~~//~~

27 ~~//~~

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30 ~~//~~

31 ~~//~~

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34 ~~//~~

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42 ~~//~~

~~36~~ //

~~37~~ //

~~IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,~~

~~State of~~

~~California.~~

~~ANNE SIPPI CLINIC TREATMENT GROUP~~

DocuSigned by:

~~BY:~~

Nicholas Damian

~~DATED: 4/18/2019~~

645FEFC4D2DC4E8...

~~TITLE: Chief Operations Officer~~

~~BY:~~

~~DATED: __~~

~~TITLE: __~~

~~COUNTY OF ORANGE~~

DocuSigned by:

~~BY:~~

Anna Peters

~~DATED: 6/21/2019~~

FF91A79093884BF...

~~HEALTH CARE AGENCY~~

APPROVED AS TO FORM

Office of the County Counsel

Orange County, California

~~OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA~~

DocuSigned by:

~~BY:~~

[Signature]

~~DATED: 4/18/2019~~

015F0A571A94F8...

~~DEPUTY~~

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

~~EXHIBIT A~~
~~AGREEMENT FOR PROVISION OF~~
~~ADULT MENTAL HEALTH INTENSIVE RESIDENTIAL SERVICES~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~
~~ANNE SIPPI CLINIC TREATMENT GROUP~~
~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

~~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 Agreement.~~

~~1. ADL refers to diet, personal hygiene, clothing, care, grooming, money and household~~

~~management, personal safety, symptom monitoring, etc.~~

~~2. AWOL refers to absent without leave and refers to a client being away from the facility~~

~~without permission or a doctor's order.~~

~~3. AIS refers to all income other than SSI and includes such sources of income as retirement~~

~~income, disability income, trust fund income, Social Security income, Veteran's Affairs disability~~

~~income, etc.~~

~~4. Client Day means one (1) calendar day during which CONTRACTOR provides all of the~~

~~services described hereunder, including the day of admission and excluding the day of discharge. If~~

~~admission and discharge occur on the same day, one (1) client day shall be charged.~~

~~5. Client or Consumer means an individual, referred by COUNTY or enrolled in~~

~~CONTRACTOR's program for services under the Agreement, who is dealing with a chronic mental~~

~~illness.~~

~~6. Diagnosis means the definition of the nature of the client's disorder. When formulating the~~

~~diagnosis of client, CONTRACTOR shall use the diagnostic codes and axis as specified in the most~~

~~current edition of the DSM published by the American Psychiatric Association.~~

~~7. LPS refers to the Act that went into effect July 1, 1972 in California. The Act in effect~~

~~ended all hospital commitments by the judiciary system, except in the case of criminal sentencing (e.g.~~

~~convicted sexual offenders) and those who were "gravely disabled" defined as unable to~~

obtain food,

32—clothing, or shelter. It expanded the evaluative power of psychiatrists and created provisions
and criteria

33— for involuntary detentions.

34— 8. HIPAA refers to the federal law that establishes standards for the privacy and
security of

35— health information, as well as standards for electronic data interchange of health information.
HIPAA

36— law has two main goals, as its name implies: making health insurance more portable when
persons

37— //

- 1 change employers, and making the health care system more accountable for costs trying
 2 especially to
 3 reduce waste and fraud.
- 4 9. Medical Necessity means the requirements as defined in the Mental Health Plan
 5 Medical
 6 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes
 7 Diagnosis,
 8 Impairment Criteria and Intervention Related Criteria.
- 9 10. Mental Health Services means interventions designed to provide the maximum
 10 reduction of
 11 mental disability and restoration or maintenance of functioning consistent with the
 12 requirements for
 13 learning, development and enhanced self-sufficiency. Services shall include:
- 14 a. Assessment means a service activity, which may include a clinical analysis
 15 of the
 16 history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant
 17 cultural
 18 issues and history, diagnosis and the use of testing procedures.
- 19 b. Medication Support Services means those services provided by a licensed
 20 physician,
 21 registered nurse, or other qualified medical staff, which includes prescribing, administering,
 22 dispensing
 23 and monitoring of psychiatric medications or biologicals and which are necessary to
 24 alleviate the
 25 symptoms of mental illness. These services also include evaluation and documentation of the
 clinical
 justification and effectiveness for use of the medication, dosage, side effects, compliance and
 response
 to medication, as well as obtaining informed consent, providing medication education
 and plan
 development related to the delivery of the service and/or assessment of the beneficiary.
- c. Rehabilitation Service means an activity which includes assistance in
 improving,
 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social
 and
 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources
 and/or
 medication education.
- d. Therapy means a service activity which is a therapeutic intervention that
 focuses
 primarily on symptom reduction as a means to improve functional impairments. Therapy
 may be
 delivered to an individual or group of beneficiaries which may include family therapy in
 which the

26—beneficiary is present.

27—11. MHSA refers to the law that provides funding for expanded community mental
health

28—services. It is also known as “Proposition 63.”

29—12. NPI refers to the standard unique health identifier that was adopted by HHS under
HIPAA

30—for health care providers. All HIPAA covered healthcare providers, individuals and
organizations must

31—obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is
assigned for

32—life.

33—13. NPP refers to a document that notifies individuals of uses and disclosures of PHI
that may

34—be made by or on behalf of the health plan or health care provider as set forth in the HIPAA.

35—14. PHI refers to individually identifiable health information usually transmitted by
electronic

36—media, maintained in any medium as defined in the regulations, or for an entity such as a
health plan,

37—transmitted or maintained in any other medium. It is created or received by a covered entity
and relates

- 1 to the past, present, or future physical or mental health or condition of an individual, provision of
health
2 care to an individual, or the past, present, or future payment for health care provided to an
individual.
3 15. Psychiatrist means an individual who meets the minimum professional and
licensure
4 requirements set forth in Title 9, CCR, Section 623.
5 16. Psychologist means an individual who meets the minimum professional and
licensure
6 requirements set forth in Title 9, CCR, Section 624.
7 17. Recovery is a "process of change through which individuals improve their
health and
8 wellness, live a self-directed life and strive to reach their full potential," and identifies four
major
9 dimensions to support recovery in life:
10 a. "Health: Overcoming or managing one's disease(s) as well as living in a
physically and
11 emotionally healthy way;
12 b. Home: A stable and safe place to live
13 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism,
caretaking or
14 creative endeavors, and the independence, income, and resources to participate in society; and
15 d. Community: Relationships and social networks that provide support, friendship,
love,
16 and hope."
17 18. Referral means providing the effective linkage of a client to another service,
when
18 indicated.
19 19. SNF/STP refers to a facility certified by the DHCS to a facility that provides
twenty-four
20 (24) hour/day skilled nursing care and supervision and at least twenty-seven (27) hours of
programming
21 to clients with a primary psychiatric diagnosis, who may also have co-existing medical
conditions. In
22 most cases, clients are conserved under LPS.
23 20. SSI/SSP refers to revenue resources paid to an eligible client, or the client's
payee, by the
24 federal Social Security Administration.
25 21. UOS means one (1) calendar day during which CONTRACTOR provides all of the
services
26 described hereunder, which day shall begin at twelve o'clock midnight. The number of
billable UOS
27 shall include the day of admission and exclude the day of discharge unless admission and
discharge

28—occur on the same day.

29—B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify
the

30—Definitions Paragraph of this Exhibit A to the
Agreement. 31

32—II. **ISSUE RESOLUTION**

33—A. CONTRACTOR agrees that for resolution of issues between COUNTY and
CONTRACTOR,

34—with respect to the implementation and operation of the Agreement or COUNTY's P&P
regarding

35—services described herein, the following sequential steps will be followed:

36—1. CONTRACTOR shall routinely utilize all informal communication processes and
methods

37—with ADMINISTRATOR including, but not limited to, telephone, email, and fax
communication,

~~written correspondence and meetings, to resolve any issues or problems regarding the implementation and operation of the Agreement or ADMINISTRATOR's P&P regarding services described herein.~~

~~2. CONTRACTOR agrees that if the parties are unable to resolve the issue, CONTRACTOR~~

~~shall give written notice to ADMINISTRATOR setting forth, in specific terms, the existence and nature~~

~~of any unresolved matter or concern related to the purposes and obligations of the Agreement.~~

~~ADMINISTRATOR shall be given fifteen (15) calendar days following such notice to obtain resolution~~

~~of any issue(s) identified in this manner. CONTRACTOR agrees that by mutual consent this period of~~

~~time may be extended to thirty (30) calendar days.~~

~~3. CONTRACTOR agrees that if the parties are still unable to obtain resolution of the issue,~~

~~they shall submit a joint written statement describing the facts of the issue, within thirty (30) calendar~~

~~days after the written notice described above to COUNTY's Director of Behavioral Health, or designee,~~

~~for final resolution.~~

~~B. The rights and remedies provided by this paragraph are in addition to those provided by law to~~

~~either party.~~

~~C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Issue~~

~~Resolution Paragraph of this Exhibit A to the Agreement.~~

III. PATIENTS' RIGHTS

~~A. CONTRACTOR shall post the current California DHCS Patients' Rights poster as well as the~~

~~local MHP Complaint and Grievance posters in all threshold languages in locations readily available to~~

~~patients and staff and have complaint forms and complaint envelopes readily accessible to patients.~~

~~B. In addition to those processes provided by COUNTY, CONTRACTOR shall have complaint~~

~~resolution and grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have~~

~~access.~~

~~1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily~~

~~understood steps designed to resolve disputes as quickly and simply as possible in all~~

threshold

27—languages.

28—2. CONTRACTOR's complaint resolution and grievance processes shall
incorporate

29—COUNTY's and the resident County's grievance, patients' rights, and utilization management
guidelines

30—and procedures.

31—C. Complaint Resolution and Grievance Process—COUNTY shall support complaint and
grievance

32—procedures in concert with the resident County that shall include the components outlined
below. The

33—resident County will handle such complaints that may include allegations of denial of
rights,

34—dissatisfaction with services or with the quality of care, or dissatisfaction with the condition
of the

35—physical plant. COUNTY will handle such complaints regarding access to care or regarding
COUNTY's

36—Public Administrator/Public Guardian Office services.

37—//

1. ~~Complaint Resolution. This process will specifically address and attempt to resolve client complaints and concerns at CONTRACTOR's facility.~~
2. ~~Formal Grievance. When the client's complaint is not resolved at CONTRACTOR's facility and the client or client representative requests it, the complaint becomes a formal grievance. The request is made to the respective Resident County or ADMINISTRATOR and represents the first step in the formal grievance process.~~
3. ~~Title IX Rights Advocacy. This process may be initiated by a client who registers a statutory rights violation or a denial or abuse complaint with COUNTY Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve COUNTY Behavioral Health Director and the State Patients' Rights Office.~~
- D. ~~CONTRACTOR agrees that clients have recourse to initiate a complaint to CONTRACTOR, appeal to the respective resident County or COUNTY's Patients' Rights Office, to file a formal grievance, file a Title IX complaint. The Patients' Advocate shall advise and assist the client, investigate the cause of the complaint or grievance, and attempt to resolve the matter.~~
- E. ~~CONTRACTOR agrees that no provision of the Agreement shall be construed to replace or conflict with the duties of COUNTY Patients' Rights Office pursuant to WIC Section 5500.~~
- F. ~~CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Patients' Rights Paragraph of this Exhibit A to the Agreement.~~
- 19
- IV. PAYMENTS**
- A. ~~For all services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly, in arrears at the rate of \$168.45 per client bed day; provided, however, the total of all such payments to CONTRACTOR during Period One, Period Two, and Period Three shall not exceed the Maximum Obligation for each Period as specified in the Referenced Contract Provisions of the Agreement. Reimbursement shall be made only for services provided to clients who are certified by ADMINISTRATOR as eligible to receive services.~~
1. ~~CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY~~

and

~~28 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)~~
~~29 day of~~
~~30 the month. Invoices received after the due date may not be paid within the same month.~~
~~31 Payments to~~
~~32 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after~~
~~33 receipt of~~
~~34 the correctly completed invoice.~~
~~35 2. CONTRACTOR shall collect SSI/SSP revenue, additional income sources and all~~
~~36 other~~
~~37 revenues due the client, conservator/guardian, or legally responsible person to determine a client~~
~~share of~~
~~cost. CONTRACTOR shall ensure that the client share of cost is clearly stated~~
~~on the~~
~~CONTRACTOR's invoice. CONTRACTOR shall deduct the client's share of costs from the~~
~~amount~~
~~owed to CONTRACTOR by the COUNTY.~~
~~//~~

~~1 a. ADMINISTRATOR shall review and approve client's revenue and share of cost.~~

~~2 ADMINISTRATOR may adjust CONTRACTOR's monthly invoice if the appropriate revenue is not~~

~~3 stated and/or the share of cost has not been appropriately deducted from the amount due from the~~

~~4 COUNTY.~~

~~5 b. ADMINISTRATOR may authorize CONTRACTOR to use a portion of the revenue for~~

~~6 non-covered costs such as personal and/or incidental costs for the client's care or personal needs.~~

~~7 ADMINISTRATOR shall monitor such costs and may adjust the invoice to ensure that the appropriate~~

~~8 costs are deducted from the amount due from the COUNTY.~~

~~9 B. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply~~

~~10 with any provision of the Agreement.~~

~~11 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the~~

~~12 Payments Paragraph of this Exhibit A to the Agreement. 13~~

~~14 V. REPORTS~~

~~15 A. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a~~

~~16 written special incident report referred to as "Notable Incident Form" in accordance with the Notices~~

~~17 Paragraph of this Exhibit A to the Agreement. Special incidents shall include, but are not limited to,~~

~~18 client's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal~~

~~19 behavior including arrests with or without conviction, positive test results for substance abuse from~~

~~20 urine screenings, or any other incident which may expose COUNTY or CONTRACTOR to liability.~~

~~21 B. STAFFING CONTRACTOR shall submit to ADMINISTRATOR, on a quarterly basis, a list~~

~~22 of individuals who provide services under the Agreement and their job descriptions. The staff list shall~~

~~23 state the employee name, job title, professional degree, and license number, if applicable.~~

~~24 C. PROGRAMMATIC CONTRACTOR shall submit monthly programmatic reports to~~

~~25 ADMINISTRATOR, which shall be received no later than fourteen (14) days following the end of the~~

~~26 month being reported. These reports shall be on a form acceptable to, or~~

provided by,
27—ADMINISTRATOR and shall evaluate each client's participation and functioning in
CONTRACTOR's
28—psycho-social rehabilitation program.
29—D. CONTRACTOR shall provide ADMINISTRATOR a copy of the annual State Community
Care
30—licensing audit within sixty (60) calendar days of the exit interview. CONTRACTOR shall
provide
31—ADMINISTRATOR copies of plans of correction in order to determine the quality and nature of
services
32—provided hereunder. ADMINISTRATOR will allow thirty (30) calendar days for
CONTRACTOR to
33—respond.
34—E. CONTRACTOR shall provide census data monthly or more frequently as requested
by the
35—ADMINISTRATOR. CONTRACTOR shall notify ADMINISTRATOR by telephone whenever a
client
36—is sent out for acute psychiatric or general medical hospital care. CONTRACTOR will
notify
37—//

~~ADMINISTRATOR in writing whether the client will be accepted back as soon as the client is stabilized~~

~~and ready for return.~~

~~F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports~~

~~Paragraph of this Exhibit A to the Agreement. 5~~

~~VI. SERVICES~~

~~A. FACILITY~~

~~1. CONTRACTOR shall provide two (2) licensed Community Care Facilities dedicated for the~~

~~care of those clients referred by COUNTY. Such beds shall be located at the following address or other~~

~~facility approved in advance and in writing by ADMINISTRATOR. Facility shall provide for a safe and~~

~~secure treatment setting appropriate to the level of care of its treatment population. 12~~

~~2457 Endicott Street 19200 Highway 178~~

~~Los Angeles, CA 90032 Bakersfield, CA 93306~~

~~2. CONTRACTOR's facilities shall include the following:~~

~~a. Private or semi-private rooms for each client;~~

~~b. Kitchen area including refrigerator, stove, and sink;~~

~~c. Dining area;~~

~~d. Central living area or group room(s) with an appropriate capacity for group meetings,~~

~~occupational and vocational therapy, activities, or visitors.~~

~~3. CONTRACTOR shall make available appropriate office space for confidential medical~~

~~examinations and client interviews.~~

~~4. CONTRACTOR shall maintain an environment conducive to the total care and treatment of~~

~~persons who are mentally ill.~~

~~5 CONTRACTOR shall maintain well-groomed landscaping and a well-maintained facility~~

~~appearance.~~

~~B. PERSONS TO BE SERVED~~

~~1. CONTRACTOR shall serve clients, as defined by WIC Section 5903, who are referred by~~

~~COUNTY and authorized for services under the Agreement. CONTRACTOR shall admit clients with a~~

~~DSM diagnosis in need of twenty-four (24)-hour residential care services. These clients may include~~

- ~~32 persons who have histories of, or are at risk for, combativeness, suicide, and excessive verbal~~
- ~~33 abusiveness.~~
- ~~34 2. CONTRACTOR may deny admission of a client based upon lack of availability of beds.~~
- ~~35 CONTRACTOR may deny admission of a client if the number of COUNTY clients receiving services~~
- ~~36 pursuant to the Agreement in CONTRACTOR's facility exceeds the number of beds specified in~~
- ~~37 Subparagraph XI.C.1. of this Exhibit A to the Agreement.~~

~~C. SERVICES PROVIDED~~

~~1. CONTRACTOR shall serve an average of seven (7) consumers per day or a minimum of two thousand five hundred fifty-five (2,555) client bed days annually, dedicated for the care of those clients referred by COUNTY.~~

~~2. CONTRACTOR shall provide a specialized intensive residential program seven (7) days per week with an emphasis on structured client-centered rehabilitative and treatment services.~~

~~a. The overall goal of this program shall be to increase the functional levels of clients, enabling them to transition to less restrictive levels of intervention, including independent living.~~

~~b. ADMINISTRATOR, in conjunction with CONTRACTOR, shall develop a Treatment~~

~~Plan for each client which includes goals identified by the client and steps the client needs to take in order to reach these goals.~~

~~3. CONTRACTOR shall provide a program consistent with the State mandate to place clients~~

~~in the least restrictive level of care possible. Determination regarding discharge of a client to a lower~~

~~level of care shall be made by ADMINISTRATOR in conjunction with the facility treatment team.~~

~~4. CONTRACTOR will identify behaviors that present barriers to placement at lower levels of~~

~~care and shall focus on treatment that addresses these behaviors.~~

~~5. CONTRACTOR shall provide a recovery-based structured psycho-social rehabilitation~~

~~program that will assist clients to move along the rehabilitative continuum so that daily living skills are~~

~~learned and reinforced each day. The program shall consist of one-to-one interaction between~~

~~CONTRACTOR's staff and clients, as well as a minimum of five (5) planned and structured group~~

~~activities each week led by CONTRACTOR's case management staff. CONTRACTOR services shall~~

~~include, but not be limited to, the following:~~

~~a. All basic services required of a Community Care Facility licensed by the State~~

~~Department of Social Services as set forth in CCR, Title 22, including twenty-four (24) hour awake~~

~~supervision of clients;~~

~~b. Behavior management services to improve clients' social skills and interpersonal~~

~~relationships;~~

28 ~~c. Training in independent living skills to facilitate clients' transition to a~~
29 ~~more~~
30 ~~independent living arrangement; this includes daily education and training in the use of~~
31 ~~public~~
32 ~~transportation, grooming, hygiene, laundry, care of personal belongings, cleanliness of~~
33 ~~personal and~~
34 ~~community rooms, cooking, and money management skills;~~
35 ~~d. Vocational and pre-vocational activities that will help clients to develop self-~~
36 ~~confidence~~
37 ~~and work-related skills, thereby increasing their chances of obtaining paid employment;~~
38 ~~vocational~~
39 ~~activities may include kitchen help, gardening, facility maintenance, woodworking,~~
40 ~~temporary~~
41 ~~employment, volunteer work and full-time employment;~~
42 ~~e. A daily physical activity or exercise program designed to enhance the~~
43 ~~physical~~
44 ~~well-being of clients;~~

- 1 ~~f. Individual and small group recreational outings designed to help the~~
- 2 ~~client use~~
- 3 ~~community resources;~~
- 4 ~~g. Establishing positive working relationships with clients, their families, friends,~~
- 5 ~~and~~
- 6 ~~Care Coordinators to plan and implement client driven goals;~~
- 7 ~~h. Transportation of clients to essential appointments.~~
- 8 ~~6. CONTRACTOR shall provide Medication Support Services which shall include, but~~
- 9 ~~not be~~
- 10 ~~limited to, the following:~~
- 11 ~~a. Encouraging clients to take their medication and helping them to recognize~~
- 12 ~~the side~~
- 13 ~~effects of their medications;~~
- 14 ~~b. Medication education in group and individual settings so that clients~~
- 15 ~~understand the~~
- 16 ~~need for medication related to their psychiatric condition, the signs of decompensation, and~~
- 17 ~~how to~~
- 18 ~~implement an appropriate corrective action plan;~~
- 19 ~~c. Monitoring and encouraging clients' medication compliance and working~~
- 20 ~~cooperatively~~
- 21 ~~and effectively with their prescribing physicians;~~
- 22 ~~d. Providing in-service staff training in effects and side effects of~~
- 23 ~~psychotropic~~
- 24 ~~medications. CONTRACTOR shall make sure that all staff have knowledge of and familiarity~~
- 25 ~~with this~~
- 26 ~~important element of treatment.~~
- 27 ~~7. CONTRACTOR shall use a program that identifies and rewards targeted~~
- 28 ~~behaviors and~~
- 29 ~~skills as appropriate for each client. CONTRACTOR shall document individual client~~
- 30 ~~progress in~~
- 31 ~~achieving the goals of their Treatment Plan and provide special recognition for clients~~
- 32 ~~functioning at~~
- 33 ~~advanced levels. CONTRACTOR shall not provide cigarettes or other tobacco products as~~
- 34 ~~rewards for~~
- 35 ~~targeted behaviors.~~
- 36 ~~8. CONTRACTOR shall meet the requirements of CCR, Title 22, Division 6 as it~~
- 37 ~~pertains to~~
- 38 ~~the following:~~
- 39 ~~a. Maintaining client records, including documentation of tuberculosis clearance;~~
- 40 ~~b. Providing secure storage of clients' valuables, including medications:~~
- 41 ~~1) Medication shall be kept in a safe and locked place that is not accessible to~~
- 42 ~~persons~~
- 43 ~~other than employees responsible for the supervision of centrally stored medications;~~
- 44 ~~2) Medication shall be stored in its originally received container. No medication~~

shall

~~30 be transferred between containers;~~

~~31 c. Maintaining a record of daily occupancy;~~

~~32 d. Protecting clients' rights to privacy and confidentiality;~~

~~33 e. Providing basic life support and other support services, including food, housekeeping,~~

~~34 laundry, excluding personal items, and arrangements for emergency and non-emergency medical~~

~~35 services.~~

~~36 9. CONTRACTOR shall maintain the following and ensure that clients are made aware of~~

~~37 them:~~

- 1 a. House rules
- 2 b. Residents' rights
- 3 c. Policies regarding resident fees
- 4 10. CONTRACTOR shall assist clients in establishing and maintaining a client-oriented facility
- 5 council in accordance with CCR, Title 22, Division 6. The client-run council provides opportunity for
- 6 client input into the operations of the facility, including but not limited to, activities, house rules, and
- 7 resolution of disputes/disagreements.
- 8 11. CONTRACTOR shall establish an admission policy that states that all COUNTY client
- 9 admissions shall result from referrals from the ADMINISTRATOR. CONTRACTOR and
- 10 ADMINISTRATOR shall communicate and coordinate any action which impacts a client's continued
- 11 eligibility for program services and which might otherwise result in discharge from the program.
- 12 12. CONTRACTOR shall work cooperatively with ADMINISTRATOR in placing clients in
- 13 other appropriate facilities, including clients released from LPS conservatorship.
- 14 13. CONTRACTOR shall notify ADMINISTRATOR within three (3) business days when
- 15 Conservatorship terminates.
- 16 14. CONTRACTOR shall notify ADMINISTRATOR within two (2) hours by telephone and
- 17 one (1) working day in writing of any change in census, e.g. transfers to acute psychiatric and medical
- 18 hospitals, clients discharged to a lower level of care, clients on unauthorized leave AWOL and voluntary
- 19 clients discharged AMA.
- 20 15. CONTRACTOR shall complete and submit discharge information on
- 21 ADMINISTRATOR's Long Term Care Discharge Form within one (1) business day of discharge.
- 22 CONTRACTOR shall also notify the ADMINISTRATOR of the discharge by telephone call.
- 23 16. If a client is sent to an acute psychiatric or medical hospital, CONTRACTOR shall notify
- 24 ADMINISTRATOR and indicate the intent related to acceptance of the client back following hospital
- 25 discharge.
- 26 17. CONTRACTOR shall provide psychiatrist time and services regarding conservatorship
- 27 issues. This includes the annual filing of court documents to renew conservatorship, as well as LPS
- 28 Conservatorship Court appearances/testimony as requested by COUNTY.

CONTRACTOR shall

19 of 12

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KM.DOC ANNE SIPPLINIC TREATMENT GROUP

EXHIBIT A
ASC02BHKK2

29—provide medical and psychiatric records as needed for all Court appearances.
30—18. CONTRACTOR shall attend COUNTY sponsored or recommended training, as
31—appropriate, for the purpose of increasing familiarity with COUNTY guidelines and providing
32—more
33—effective services.

33—D. QUALITY IMPROVEMENT AND PERFORMANCE OUTCOMES

34—1. The overall goal of these services is to increase the functional levels of clients,
35—enabling

35—them to transition to less restrictive levels of intervention, including independent living.

36—2. CONTRACTOR shall develop and maintain a plan for quality improvement, the
37—overall

37—goal of which is the maintenance of high quality care and effective utilization of services
38—offered. This

~~plan shall include utilization review, peer review, and medication monitoring as mandated by the California DHCS. This plan will contain measurable outcomes and focus on personal growth and recovery for clients who are functionally impaired by psychiatric symptoms with a path to treatment in less restrictive levels of care and a return to community living.~~

~~3. For all services proposed, the selected applicant shall be required to meet the following~~

~~performance objectives annually:~~

~~a. To increase the client's motivation and skills toward self-restoration by involving~~

~~clients in directing their own treatment programs and ensuring the use of the most effective and newest~~

~~psychiatric and medical pharmacological treatments and methods.~~

~~b. To assist the County in efficiently and effectively managing limited resources by~~

~~providing an alternative to utilization of state hospital days and acute hospital administrative days.~~

~~c. To prevent the need for re-hospitalization in acute psychiatric or medical facilities by~~

~~maintaining clients in a stable environment and assisting clients to maintain or improve functioning and~~

~~decrease symptoms.~~

~~4. CONTRACTOR shall cooperate with COUNTY in meeting quality improvement and~~

~~utilization review standards.~~

~~5. CONTRACTOR shall provide assistance to COUNTY in conducting its utilization and~~

~~reporting functions, and medical necessity determination.~~

~~E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the~~

~~Services Paragraph of this Exhibit A to the Agreement. 21~~

~~VII. STAFFING~~

~~A. CONTRACTOR shall provide staffing patterns and policies that meet the following~~

~~requirements:~~

~~1. Provision of shelter, food services, and supportive services provided directly by the program~~

~~in accordance with the guidelines outlined in the Services Paragraph of this Exhibit A to the Agreement.~~

~~2. Provision for twenty-four (24)-hour on-site management of the facility, including night~~

~~28 supervision in accordance with CCR, Title 22, Division 6;~~
~~29 3. Provision of licensed staff responsible for the planning, implementation, and day-~~
~~to-day~~
~~30 supervision of all treatment services. All therapeutic treatment activities shall be~~
~~carried out by~~
~~31 personnel with appropriate specialized mental health training;~~
~~32 4. Provision of Case Managers/Case Manager Supervisors to implement structured~~
~~individual~~
~~33 and group psycho-social rehabilitative services;~~
~~34 5. Documentation of employee qualifications and job descriptions for each position~~
~~which~~
~~35 include duties and responsibilities, bilingual/bicultural requirements, and proof of licensure,~~
~~where~~
~~36 applicable;~~
~~37 //~~

1 ~~6. A written policy for the use of volunteers and part-time student interns which may~~
2 ~~augment~~
3 ~~paid staff.~~
4 ~~B. CONTRACTOR shall make its best efforts to provide services pursuant to the~~
5 ~~Agreement in a~~
6 ~~manner that is culturally and linguistically appropriate for the population(s) served.~~
7 ~~CONTRACTOR~~
8 ~~shall maintain documentation of such efforts which may include, but not be limited to:~~
9 ~~_____ records of~~
10 ~~participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps;~~
11 ~~copies~~
12 ~~of literature in multiple languages and formats, as appropriate; and descriptions of measures~~
13 ~~taken to~~
14 ~~enhance accessibility for, and sensitivity to, persons who are physically challenged.~~
15 ~~C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the~~
16 ~~Staffing~~
17 ~~Paragraph of this Exhibit A to the Agreement.~~
18 ~~//~~
19 ~~//~~
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~~EXHIBIT B~~
~~AGREEMENT FOR PROVISION OF~~
~~ADULT MENTAL HEALTH INTENSIVE RESIDENTIAL SERVICES~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~
~~ANNE SIPPI CLINIC TREATMENT GROUP~~
~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

~~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 Agreement 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 Agreement 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 Agreement, 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 Agreement.~~
- ~~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 Agreement 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

~~31 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by~~
~~32 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.~~
~~33 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in~~
~~34 Subparagraphs B.9. and B.14., apply to the CONTRACTOR in the same manner as they apply to the~~
~~35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the~~
~~36 terms of this Business Associate Contract and the applicable standards, implementation specifications,~~
~~37 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,~~

1 with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed
2 pursuant to
3 the Agreement.

3 B. DEFINITIONS

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

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

12 a. Breach excludes:

13 1) Any unintentional acquisition, access, or use of PHI by a workforce
14 member or

15 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access,
16 or use

17 was made in good faith and within the scope of authority and does not result in further use or
18 disclosure

19 in a manner not permitted under the Privacy Rule.

20 2) Any inadvertent disclosure by a person who is authorized to access
21 PHI at

22 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or
23 organized health

24 care arrangement in which COUNTY participates, and the information received as a result
25 of such

26 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy
27 Rule.

28 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith
29 belief

30 that an unauthorized person to whom the disclosure was made would not reasonably have
31 been able to

32 retain such information.

33 b. Except as provided in Subparagraph a. of this definition, an acquisition, access,
34 use, or

35 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a
36 breach

37 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been
38 compromised

39 based on a risk assessment of at least the following factors:

40 1) The nature and extent of the PHI involved, including the types of identifiers
41 and the

42 likelihood of re-identification;

43 2) The unauthorized person who used the PHI or to whom the disclosure was

made;

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

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

30 _____ 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA
Privacy

31 _____ Rule in 45 CFR § 164.501.

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

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

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

37 _____ Privacy Rule in 45 CFR § 164.501.

1 ~~7. "Individual" shall have the meaning given to such term under the HIPAA Privacy~~
2 ~~Rule in~~
3 ~~45 CFR § 160.103 and shall include a person who qualifies as a personal representative in~~
4 ~~accordance~~
5 ~~with 45 CFR § 164.502(g).~~
6 ~~8. "Physical Safeguards" are physical measures, policies, and procedures to~~
7 ~~protect~~
8 ~~CONTRACTOR's electronic information systems and related buildings and equipment, from~~
9 ~~natural~~
10 ~~and environmental hazards, and unauthorized intrusion.~~
11 ~~9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of~~
12 ~~Individually~~
13 ~~Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.~~
14 ~~10. "PHI" shall have the meaning given to such term under the HIPAA~~
15 ~~regulations in~~
16 ~~45 CFR § 160.103.~~
17 ~~11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy~~
18 ~~Rule in 45 CFR § 164.103.~~
19 ~~12. "Secretary" shall mean the Secretary of the Department of HHS or his or her~~
20 ~~designee.~~
21 ~~13. "Security Incident" means attempted or successful unauthorized access, use,~~
22 ~~disclosure,~~
23 ~~modification, or destruction of information or interference with system operations in an~~
24 ~~information~~
25 ~~system. "Security incident" does not include trivial incidents that occur on a daily basis, such~~
26 ~~as scans,~~
27 ~~"pings", or unsuccessful attempts to penetrate computer networks or servers~~
28 ~~maintained by~~
29 ~~CONTRACTOR.~~
30 ~~14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of~~
31 ~~ePHI at~~
32 ~~45 CFR Part 160, Part 162, and Part 164, Subparts A and C.~~
33 ~~15. "SubCONTRACTOR" shall have the meaning given to such term under the~~
34 ~~HIPAA~~
35 ~~regulations in 45 CFR § 160.103.~~
36 ~~16. "Technical safeguards" means the technology and the P&Ps for its use that protect~~
37 ~~ePHI and~~
38 ~~control access to it.~~
39 ~~17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered~~
40 ~~unusable,~~
41 ~~unreadable, or indecipherable to unauthorized individuals through the use of a~~
42 ~~technology or~~
43 ~~methodology specified by the Secretary of HHS in the guidance issued on the~~
44 ~~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 Agreement, to prevent use or disclosure of PHI COUNTY~~
discloses to

37 ~~//~~

~~1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
~~2 COUNTY~~
~~3 other than as provided for by this Business Associate Contract.~~
~~4 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45~~
~~5 CFR~~
~~6 Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR~~
~~7 creates,~~
~~8 receives, maintains, or transmits on behalf of COUNTY.~~
~~9 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect~~
~~10 that is~~
~~11 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of~~
~~12 the~~
~~13 requirements of this Business Associate Contract.~~
~~14 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of~~
~~15 PHI~~
~~16 not provided for by this Business Associate Contract of which CONTRACTOR becomes~~
~~17 aware.~~
~~18 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph~~
~~19 E. below~~
~~20 and as required by 45 CFR § 164.410.~~
~~21 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive,~~
~~22 maintain, or~~
~~23 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that~~
~~24 apply~~
~~25 through this Business Associate Contract to CONTRACTOR with respect to such information.~~
~~26 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of~~
~~receipt of a~~
~~written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY,~~
~~to an~~
~~Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR~~
~~maintains an~~
~~EHR with PHI, and an individual requests a copy of such information in an electronic~~
~~format,~~
~~CONTRACTOR shall provide such information in an electronic format.~~
~~8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY~~
~~directs~~
~~or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual,~~
~~within thirty~~
~~(30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify~~
~~COUNTY~~
~~in writing no later than ten (10) calendar days after said amendment is completed.~~
~~9. CONTRACTOR agrees to make internal practices, books, and records, including~~
~~P&Ps,~~
~~relating to the use and disclosure of PHI received from, or created or received by~~

~~CONTRACTOR on~~

~~27 — behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as
determined by~~

~~28 — COUNTY or as designated by the Secretary for purposes of the Secretary determining
COUNTY's~~

~~29 — compliance with the HIPAA Privacy Rule.~~

~~30 — 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY
discloses to~~

~~31 — CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
COUNTY,~~

~~32 — and to make information related to such Disclosures available as would be required for
COUNTY to~~

~~33 — respond to a request by an Individual for an accounting of Disclosures of PHI in
accordance with~~

~~34 — 45 CFR § 164.528.~~

~~35 — 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by
COUNTY, in~~

~~36 — a time and manner to be determined by COUNTY, that information collected in accordance
with the~~

~~37 — //~~

~~1 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of~~
~~2 Disclosures of PHI in accordance with 45 CFR § 164.528.~~
~~3 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's~~
~~4 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the~~
~~5 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.~~
~~6 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by~~
~~7 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all~~
~~8 employees, subcontractors, and agents who have access to the Social Security data, including employees,~~
~~9 agents, subcontractors, and agents of its subcontractors.~~
~~10 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a~~
~~11 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if~~
~~12 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may~~
~~13 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or~~
~~14 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made~~
~~15 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.~~
~~16 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to~~
~~17 terminate the Agreement.~~
~~18 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting~~
~~19 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at~~
~~20 no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative~~
~~21 proceedings being commenced against COUNTY, its directors, officers or employees based upon~~
~~22 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,~~
~~23 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its~~
~~24 subcontract, employee, or agent is a named adverse party.~~
~~25 16. The Parties acknowledge that federal and state laws relating to electronic data~~

security and

~~26 privacy are rapidly evolving and that amendment of this Business Associate Contract may be
required to
27 provide for procedures to ensure compliance with such developments. The Parties specifically
agree to
28 take such action as is necessary to implement the standards and requirements of HIPAA, the
HITECH
29 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI.
Upon
30 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with
COUNTY
31 concerning an amendment to this Business Associate Contract embodying written assurances
consistent
32 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or
other
33 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice
in the
34 event:
35 a. CONTRACTOR does not promptly enter into negotiations to amend this
Business
36 Associate Contract when requested by COUNTY pursuant to this Subparagraph C.; or
37 //~~

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

~~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 ePHI 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

27 ~~conducting operations on behalf of COUNTY;~~

28 ~~c. Providing a level and scope of security that is at least comparable to the level and scope~~

29 ~~of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal~~

30 ~~Automated Information Systems, which sets forth guidelines for automated information systems in~~

31 ~~Federal agencies;~~

32 ~~4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or~~

33 ~~transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same~~

34 ~~restrictions and requirements contained in this Subparagraph D. of this Business Associate Contract.~~

35 ~~5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it~~

36 ~~becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with~~

37 ~~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.~~

~~E. DATA SECURITY REQUIREMENTS~~

~~1. Personal Controls~~

~~a. Employee Training. All workforce members who assist in the performance of functions~~

~~or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY~~

~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~

~~COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security~~

~~training must sign a certification, indicating the member's name and the date on which the training was~~

~~completed. These certifications must be retained for a period of six (6) years following the termination~~

~~of Agreement.~~

~~b. Employee Discipline. Appropriate sanctions must be applied against workforce~~

~~members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including~~

~~termination of employment where appropriate.~~

~~c. Confidentiality Statement. All persons that will be working with PHI COUNTY~~

~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~

~~COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and~~

~~Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the~~

~~workforce member prior to access to such PHI. The statement must be renewed annually. The~~

~~CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for~~

~~a period of six (6) years following the termination of the Agreement.~~

~~d. Background Check. Before a member of the workforce may access PHI COUNTY~~

~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~

~~COUNTY, a background screening of that worker must be conducted. The screening~~

should be

27—commensurate with the risk and magnitude of harm the employee could cause, with more
thorough

28—screening being done for those employees who are authorized to bypass significant
technical and

29—operational security controls. CONTRACTOR shall retain each workforce member's background
check

30—documentation for a period of three (3) years.

31—2. Technical Security Controls

32—a. Workstation/Laptop encryption. All workstations and laptops that store PHI
COUNTY

33—discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
behalf of

34—COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm
which

35—is 128bit or higher, such as AES. The encryption solution must be full disk unless approved
by the

36—COUNTY.

37—//

- 1 ~~b. Server Security. Servers containing unencrypted PHI COUNTY discloses~~
2 ~~to~~
3 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
4 ~~COUNTY~~
5 ~~must have sufficient administrative, physical, and technical controls in place to protect that~~
6 ~~data, based~~
7 ~~upon a risk assessment/system security review.~~
8 ~~c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY~~
9 ~~discloses~~
10 ~~to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
11 ~~COUNTY~~
12 ~~required to perform necessary business functions may be copied, downloaded, or exported.~~
13 ~~d. Removable media devices. All electronic files that contain PHI COUNTY~~
14 ~~discloses to~~
15 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
16 ~~COUNTY~~
17 ~~must be encrypted when stored on any removable media or portable device (i.e. USB thumb~~
18 ~~drives,~~
19 ~~floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified~~
20 ~~algorithm~~
21 ~~which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the~~
22 ~~premises"~~
23 ~~if it is only being transported from one of CONTRACTOR's locations to another of~~
24 ~~CONTRACTOR's~~
25 ~~locations.~~
26 ~~e. Antivirus software. All workstations, laptops and other systems that process~~
27 ~~and/or~~
28 ~~store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,~~
29 ~~maintains, or~~
30 ~~transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus~~
31 ~~software~~
32 ~~solution with automatic updates scheduled at least daily.~~
33 ~~f. Patch Management. All workstations, laptops and other systems that process~~
34 ~~and/or~~
35 ~~store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,~~
36 ~~maintains, or~~
37 ~~transmits on behalf of COUNTY must have critical security patches applied, with system~~
38 ~~reboot if~~
39 ~~necessary. There must be a documented patch management process which determines~~
40 ~~installation~~
41 ~~timeframe based on risk assessment and vendor recommendations. At a maximum, all~~
42 ~~applicable~~
43 ~~patches must be installed within thirty (30) days of vendor release. Applications and systems~~
44 ~~that cannot~~

~~25 be patched due to operational reasons must have compensatory controls implemented to minimize risk,~~
~~26 where possible.~~
~~27 g. User IDs and Password Controls. All users must be issued a unique user name for~~
~~28 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,~~
~~29 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password~~
~~30 changed upon the transfer or termination of an employee with knowledge of the password, at maximum~~
~~31 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight~~
~~32 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the~~
~~33 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.~~
~~34 Passwords must be changed if revealed or compromised. Passwords must be composed of~~
~~35 from at least three (3) of the following four (4) groups from the standard keyboard:~~
~~36 1) Upper case letters (A-Z)~~
~~37 2) Lower case letters (a-z)~~

- 1 ~~3) Arabic numerals (0-9)~~
- 2 ~~4) Non-alphanumeric characters (punctuation symbols)~~
- 3 ~~h. Data Destruction. When no longer needed, all PHI COUNTY discloses~~
~~to~~
- 4 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
~~COUNTY~~
- 5 ~~must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by~~
~~degaussing. Media~~
- 6 ~~may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods~~
- 7 ~~require prior written permission by COUNTY.~~
- 8 ~~i. System Timeout. The system providing access to PHI COUNTY~~
~~discloses to~~
- 9 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
~~COUNTY~~
- 10 ~~must provide an automatic timeout, requiring re-authentication of the user session after no~~
~~more than~~
- 11 ~~twenty (20) minutes of inactivity.~~
- 12 ~~j. Warning Banners. All systems providing access to PHI COUNTY discloses~~
~~to~~
- 13 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
~~COUNTY~~
- 14 ~~must display a warning banner stating that data is confidential, systems are logged, and system~~
~~use is for~~
- 15 ~~business purposes only by authorized users. User must be directed to log off the system if~~
~~they do not~~
- 16 ~~agree with these requirements.~~
- 17 ~~k. System Logging. The system must maintain an automated audit trail which can~~
~~identify~~
- 18 ~~the user or system process which initiates a request for PHI COUNTY discloses to~~
~~CONTRACTOR or~~
- 19 ~~CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which~~
~~alters such~~
- 20 ~~PHI. The audit trail must be date and time stamped, must log both successful and failed~~
~~accesses, must~~
- 21 ~~be read only, and must be restricted to authorized users. If such PHI is stored in a database,~~
~~database~~
- 22 ~~logging functionality must be enabled. Audit trail data must be archived for at least three (3)~~
~~years after~~
- 23 ~~occurrence.~~
- 24 ~~l. Access Controls. The system providing access to PHI COUNTY discloses~~
~~to~~
- 25 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
~~COUNTY~~
- 26 ~~must use role based access controls for all user authentications, enforcing the principle of least~~

privilege.

~~27 m. Transmission encryption. All data transmissions of PHI COUNTY discloses~~
~~28 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
~~29 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm~~
~~30 128bit or higher, such as AES. Encryption can be end to end at the network level, or the~~
~~31 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion~~
~~32 website access, file transfer, and E-Mail.~~
~~33 n. Intrusion Detection. All systems involved in accessing, holding, transporting,~~
~~34 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,~~
~~35 or transmits on behalf of COUNTY that are accessible via the Internet must be~~
~~36 comprehensive intrusion detection and prevention solution.~~
~~37 //~~

~~3. Audit Controls~~~~a. System Security Review. CONTRACTOR must ensure audit control mechanisms that~~~~record and examine system activity are in place. All systems processing and/or storing PHI COUNTY~~~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~~~COUNTY must have at least an annual system risk assessment/security review which provides~~~~assurance that administrative, physical, and technical controls are functioning effectively and providing~~~~adequate levels of protection. Reviews should include vulnerability scanning tools.~~~~b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to~~~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~~~must have a routine procedure in place to review system logs for unauthorized access.~~~~c. Change Control. All systems processing and/or storing PHI COUNTY discloses to~~~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~~~must have a documented change control procedure that ensures separation of duties and protects the~~~~confidentiality, integrity and availability of data.~~~~4. Business Continuity/Disaster Recovery Control~~~~a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan~~~~to enable continuation of critical business processes and protection of the security of PHI COUNTY~~~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~~~COUNTY kept in an electronic format in the event of an emergency. Emergency means any~~~~circumstance or situation that causes normal computer operations to become unavailable for use in~~~~performing the work required under this Agreement for more than twenty-four (24) hours.~~~~b. Data Backup Plan. CONTRACTOR must have established documented procedures to~~~~backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular~~~~schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of~~~~the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule~~

- ~~26 must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and~~
- ~~27 COUNTY (e.g. the application owner) must merge with the DRP.~~
- ~~28 5. Paper Document Controls~~
- ~~29 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR~~
- ~~30 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left~~
- ~~31 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means~~
- ~~32 that information is not being observed by an employee authorized to access the information. Such PHI~~
- ~~33 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in~~
- ~~34 baggage on commercial airplanes.~~
- ~~35 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to~~
- ~~36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is~~
- ~~37 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.~~

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

~~d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.~~

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

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

~~F. BREACH DISCOVERY AND NOTIFICATION~~

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

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

~~b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an~~

employee,

~~28 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.~~

~~29 2. CONTRACTOR shall provide the notification of the Breach immediately to the
COUNTY~~

~~30 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by
written~~

~~31 notification within twenty four (24) hours of the oral notification.~~

~~32 3. CONTRACTOR's notification shall include, to the extent possible:~~

~~33 a. The identification of each Individual whose Unsecured PHI has been, or is
reasonably~~

~~34 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the
Breach;~~

~~35 b. Any other information that COUNTY is required to include in the notification
to~~

~~36 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify
COUNTY or~~

~~37 //~~

~~1 promptly thereafter as this information becomes available, even after the regulatory sixty (60)~~
~~2 day period~~
~~3 set forth in 45 CFR § 164.410 (b) has elapsed, including:~~
~~4 1) A brief description of what happened, including the date of the Breach and~~
~~5 the date~~
~~6 of the discovery of the Breach, if known;~~
~~7 2) A description of the types of Unsecured PHI that were involved in the Breach~~
~~8 (such~~
~~9 as whether full name, social security number, date of birth, home address, account number,~~
~~10 diagnosis,~~
~~11 disability code, or other types of information were involved);~~
~~12 3) Any steps Individuals should take to protect themselves from potential~~
~~13 harm~~
~~14 resulting from the Breach;~~
~~15 4) A brief description of what CONTRACTOR is doing to investigate the~~
~~16 Breach, to~~
~~17 mitigate harm to Individuals, and to protect against any future Breaches; and~~
~~18 5) Contact procedures for Individuals to ask questions or learn additional~~
~~19 information,~~
~~20 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.~~
~~21 4. COUNTY may require CONTRACTOR to provide notice to the Individual as~~
~~22 required in~~
~~23 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole~~
~~24 discretion of the~~
~~25 COUNTY.~~
~~26 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in~~
~~27 violation~~
~~of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating~~
~~that~~
~~CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F.~~
~~and as~~
~~required by the Breach notification regulations, or, in the alternative, that the acquisition,~~
~~access, use, or~~
~~disclosure of PHI did not constitute a Breach.~~
~~6. CONTRACTOR shall maintain documentation of all required notifications of a~~
~~Breach or~~
~~its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.~~
~~7. CONTRACTOR shall provide to COUNTY all specific and pertinent information~~
~~about the~~
~~Breach, including the information listed in Section E.3.b. (1)-(5) above, if not yet provided, to~~
~~permit~~
~~COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as~~
~~soon as~~
~~practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial~~

report of

~~28 the Breach to COUNTY pursuant to Subparagraph F.2. above.~~

~~29 8. CONTRACTOR shall continue to provide all additional pertinent information about
the~~

~~30 Breach to COUNTY as it may become available, in reporting increments of five (5) business
days after~~

~~31 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
requests~~

~~32 for further information, or follow-up information after report to COUNTY, when such request is
made~~

~~33 by COUNTY.~~

~~34 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all
expense or~~

~~35 other costs associated with the Breach and shall reimburse COUNTY for all expenses
COUNTY incurs~~

~~36 in addressing the Breach and consequences thereof, including costs of investigation,
notification,~~

~~37 remediation, documentation or other costs associated with addressing the Breach.~~

~~G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~~~1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR~~

~~as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.~~

~~a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,~~

~~for the proper management and administration of CONTRACTOR.~~

~~b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the~~

~~proper management and administration of CONTRACTOR or to carry out the legal responsibilities of~~

~~CONTRACTOR, if:~~

~~1) The Disclosure is required by law; or~~

~~2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is~~

~~disclosed that it will be held confidentially and used or further disclosed only as required by law or for~~

~~the purposes for which it was disclosed to the person and the person immediately notifies~~

~~CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has~~

~~been breached.~~

~~c. CONTRACTOR may use or further disclose PHI COUNTY discloses to~~

~~CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of~~

~~CONTRACTOR.~~

~~2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to~~

~~carry out legal responsibilities of CONTRACTOR.~~

~~3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR~~

~~consistent with the minimum necessary P&Ps of COUNTY.~~

~~4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as~~

~~required by law.~~

~~H. PROHIBITED USES AND DISCLOSURES~~

~~1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or~~

~~CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to~~

~~29 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care~~
~~30 item or service for which the health care provider involved has been paid out of pocket in full and the~~
~~31 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).~~
~~32 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI~~
~~33 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on~~
~~34 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by~~
~~35 42 USC § 17935(d)(2).~~
~~36 //~~
~~37 //~~

~~I. OBLIGATIONS OF COUNTY~~

~~1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect~~

~~CONTRACTOR's Use or Disclosure of PHI.~~

~~2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission~~

~~by an Individual to use or disclose his or her PHI, to the extent that such changes may affect~~

~~CONTRACTOR's Use or Disclosure of PHI.~~

~~3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI~~

~~that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction~~

~~may affect CONTRACTOR's Use or Disclosure of PHI.~~

~~4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that~~

~~would not be permissible under the HIPAA Privacy Rule if done by COUNTY.~~

~~J. BUSINESS ASSOCIATE TERMINATION~~

~~1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the~~

~~requirements of this Business Associate Contract, COUNTY shall:~~

~~a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the~~

~~violation within thirty (30) business days; or~~

~~b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to~~

~~cure the material Breach or end the violation within thirty (30) days, provided termination of the~~

~~Agreement is feasible.~~

~~2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to~~

~~COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained,~~

~~or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.~~

~~a. This provision shall apply to all PHI that is in the possession of Subcontractors or~~

~~agents of CONTRACTOR.~~

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

~~c. In the event that CONTRACTOR determines that returning or destroying the PHI is not~~

~~feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or~~

~~29—destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,~~
~~30—CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit~~
~~31—further Uses and Disclosures of such PHI to those purposes that make the return or destruction~~
~~32— infeasible, for as long as CONTRACTOR maintains such PHI.~~
~~33— 3. The obligations of this Business Associate Contract shall survive the termination of the~~
~~34—Agreement.~~
~~35—//~~
~~36—//~~
~~37—//~~

~~EXHIBIT C~~
~~AGREEMENT FOR PROVISION OF~~
~~ADULT MENTAL HEALTH INTENSIVE RESIDENTIAL SERVICES~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~

~~ANNE SIPPI CLINIC TREATMENT GROUP~~
~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

~~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 Agreement" means the CMPPA Agreement 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~~

~~Agreement 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~~

~~33—orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a
governmental
34—or tribal inspector general, or an administrative body authorized to require the production of
information,
35—and a civil or an authorized investigative demand. It also includes Medicare conditions of
participation
36—with respect to health care providers participating in the program, and statutes or regulations
that require
37—//~~

~~the production of information, including statutes or regulations that require such information if payment~~

~~is sought under a government program providing public benefits.~~

~~10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,~~

~~modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or~~

~~interference with system operations in an information system that processes, maintains or stores PI.~~

~~B. TERMS OF AGREEMENT~~

~~1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR.~~

~~— Except as~~

~~otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform~~

~~functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement~~

~~provided that such use or disclosure would not violate the CIPA if done by the COUNTY.~~

~~2. Responsibilities of CONTRACTOR~~

~~CONTRACTOR agrees:~~

~~a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or~~

~~required by this Personal Information Privacy and Security Contract or as required by applicable state~~

~~and federal law.~~

~~b. Safeguards. To implement appropriate and reasonable administrative, technical, and~~

~~physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect~~

~~against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use~~

~~or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and~~

~~Security Contract. CONTRACTOR shall develop and maintain a written information privacy and~~

~~security program that include administrative, technical and physical safeguards appropriate to the size~~

~~and complexity of CONTRACTOR's operations and the nature and scope of its activities, which~~

~~incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with~~

~~its current policies upon request.~~

~~c. Security. CONTRACTOR shall ensure the continuous security of all computerized~~

~~data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents~~

containing

~~27 DHCS PI and PII. These steps shall include, at a minimum:~~

~~28 1) Complying with all of the data system security precautions listed in Subparagraph~~

~~29 E. of the Business Associate Contract, Exhibit B to the Agreement; 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~~

~~36 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and~~

~~37 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security~~

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

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

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

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

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

~~h. Breaches and Security Incidents. During the term of the Agreement,~~

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 Agreement.~~
~~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.~~
~~34 //~~
~~35 //~~
~~36 //~~
~~37 /~~

