

**AMENDMENT NO. 1 CONTRACT FOR PROVISION OF
MEDI-CAL MENTAL HEALTH MANAGED CARE
PSYCHIATRIC INPATIENT HOSPITAL SERVICES**

**BETWEEN
COUNTY OF ORANGE**

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE MEDICAL
CENTER**

JULY 1, 2022 THROUGH JUNE 30, 2025

THIS CONTRACT entered into this first day of July 01, 2022 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE MEDICAL CENTER. This Contract shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Medi-Cal Mental Health Managed Care Psychiatric Inpatient Hospital Services described herein to the residents of Orange County; and

WHERE, COUNTY entered into Amendment No. 1 to amend Exhibit A of the Contract to amend the negotiated rates; and

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

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

//

//

//

//

//

//

//

//

//

CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	4
I. Acronyms	4 5
II. Alteration of Terms	7
III. Assignment of Debts.....	7
IV. Compliance	7
V. Confidentiality.....	11
VI. Conflict of Interest.....	12
VII. Delegation, Assignment and Subcontracts.....	12 13
VIII. Dispute Resolution	14
IX. Employee Eligibility Verification	15
X. Facilities, Payments and Services.....	15
XI. Indemnification and Insurance	16
XII. Inspections and Audits.....	20
XIII. Licenses and Laws	21
XIV. Literature, Advertisements, and Social Media.....	23 22
XV. Minimum Wage Law	23
XVI. Nondiscrimination.....	24
XVII. Notices.....	25
XVIII. Notification of Death	26
XIX. Notification of Public Events and Meetings	26
XX. Patients' Rights.....	27
XXI. Records Management and Maintenance	27
XXII. Research and Publication.....	29
XXIII. Revenue	29
XXIV. Severability.....	30
XXV. Special Provisions	30
XXVI. Status of Contractor	31
XXVII. Term	31
XXVIII. Termination	31
XXIX. Third Party Beneficiary	33
XXX. Waiver of Default or Breach.....	33 34
XXXI. The Regents.....	33 34

XXXII. Insurance To Be Maintained By County	34
Signature Page	36

CONTENTS

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Common Terms and Definitions	1
II. Issue Resolution	7
III. Patient's Rights	8
IV. Payments	9
V. Reports.....	14
VI. Services	15
VII. Staffing	22

<u>EXHIBIT B</u>	
I. Business Associate Contract.....	1

<u>EXHIBIT C</u>	
I. Personal Information Privacy and Security Contract.....	1

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2022 through June 30, 2025

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

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

Period Three means the period from July 1, 2024 through June 30, 2025

Basis for Reimbursement: Negotiated Rate Amount**Payment Method:** Direct Reimbursement from Department of Health Care Services**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: Health Services Contracting
 UC Irvine Health
 333 City Blvd. West, Suite 550
 Orange, CA 92868
 Attn: Executive Director, Contracting
 Contracting@hs.uci.edu

//

//

//

//

//

//

//

//

//

//

//

//

I. ACRONYMS

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

A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
B. AIDS	Acquired Immune Deficiency Syndrome
C. ARRA	American Recovery and Reinvestment Act of 2009
D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
E. ASI	Addiction Severity Index
F. ASRS	Alcohol and Drug Programs Reporting System
G. BHS	Behavioral Health Services
H. CalOMS	California Outcomes Measurement System
I. CalWORKs	California Work Opportunity and Responsibility for Kids
J. CAP	Corrective Action Plan
K. CCC	California Civil Code
L. CCR	California Code of Regulations
M. CESI	Client Evaluation of Self at Intake
N. CEST	Client Evaluation of Self and Treatment
O. CFDA	Catalog of Federal Domestic Assistance
P. CFR	Code of Federal Regulations
Q. CHPP	COUNTY HIPAA Policies and Procedures
R. CHS	Correctional Health Services
S. COI	Certificate of Insurance
T. CPA	Certified Public Accountant
U. CSW	Clinical Social Worker
V. DHCS	California Department of Health Care Services
W. D/MC	Drug/Medi-Cal
X. DPFS	Drug Program Fiscal Systems
Y. DRS	Designated Record Set
Z. EEOC	Equal Employment Opportunity Commission
AA. EHR	Electronic Health Records
AB. EOC	Equal Opportunity Clause
AC. ePHI	Electronic Protected Health Information
AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AE. FFS	Fee For Service
AF. FSP	Full Service Partnership
AG. FTE	Full Time Equivalent
AH. GAAP	Generally Accepted Accounting Principles

AI. HCA	County of Orange Health Care Agency
AJ. HHS	Federal Health and Human Services Agency
AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AL. HITECH	Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
AM. HIV	Human Immunodeficiency Virus
AN. HSC	California Health and Safety Code
AO. IRIS	Integrated Records and Information System
AP. ITC	Indigent Trauma Care
AQ. LCSW	Licensed Clinical Social Worker
AR. MAT	Medication Assisted Treatment
AS. MFT	Marriage and Family Therapist
AT. MH	Mental Health
AU. MHP	Mental Health Plan
AV. MHS	Mental Health Specialist
AW. MHSA	Mental Health Services Act
AX. MSN	Medical Safety Net
AY. NIH	National Institutes of Health
AZ. NPI	National Provider Identifier
BA. NPPES	National Plan and Provider Enumeration System
BB. OCR	Federal Office for Civil Rights
BC. OIG	Federal Office of Inspector General
BD. OMB	Federal Office of Management and Budget
BE. OPM	Federal Office of Personnel Management
BF. P&P	Policy and Procedure
BG. PA DSS	Payment Application Data Security Standard
BH. PATH	Projects for Assistance in Transition from Homelessness
BI. PC	California Penal Code
BJ. PCI DSS	Payment Card Industry Data Security Standards
BK. PCS	Post-Release Community Supervision
BL. PHI	Protected Health Information
BM. PII	Personally Identifiable Information
BN. PRA	California Public Records Act
BO. PSC	Professional Services Contract System
BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
BQ. SIR	Self-Insured Retention

BR. SMA	Statewide Maximum Allowable (rate)
BS. SOW	Scope of Work
BT. SUD	Substance Use Disorder
BU. UMDAP	Uniform Method of Determining Ability to Pay
BV. UOS	Units of Service
BW. USC	United States Code
BX. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and 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. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements

by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract. These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

ADMINISTRATOR.

1. For purposes of this Compliance Paragraph Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and 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 Contract.

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 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care

claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing 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 ADMINISTRATOR.

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards. CONTRACTOR also shall meet any amendments/changes to the standards during the term of the contract once provided to Contractor 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. CONTRACTOR also shall meet any amendments/changes to the Plan during the term of the contract once provided to Contractor. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

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

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 Contract 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 Contract. 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 Contract 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 Contract.

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

C. As CONTRACTOR is a public institution, COUNTY understands and agrees that CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce this Contract, or identify any term, condition, or aspect of this Contract, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to releasing such information.

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontracts are approved in advance and in writing by ADMINISTRATOR before the beginning of service delivery, meet the requirements of this Contract as

they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of the subcontractor, ADMINISTRATOR 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 Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR also may disallow subcontractor expenses reported by CONTRACTOR.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Contract.

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 contracts 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 CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect 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 Contract performance. While CONTRACTOR is 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, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

VIII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by CONTRACTOR and ADMINISTRATOR, such time not to exceed thirty (30) calendar days after written notice of such dispute is given by one party to the other party, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the resolution of any dispute between the Parties arising under, related to, or involving this Agreement.

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, COUNTY and CONTRACTOR agree to proceed diligently with the performance of their respective duties and responsibilities pursuant to this Agreement, including but not limited to the delivery of goods, provision of services and/or disbursement of undisputed payments. CONTRACTOR's or COUNTY's failure to proceed diligently shall be considered a material breach of this Agreement.

C. Any decision of COUNTY on the dispute shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY does not issue its decision or agree to a negotiated resolution within ninety (90) calendar days after receipt of CONTRACTOR's demand, COUNTY's decision shall be deemed adverse to CONTRACTOR's contentions. COUNTY's decision is not binding on CONTRACTOR unless agreed to in writing by CONTRACTOR. If CONTRACTOR does not agree with COUNTY's decision on the dispute for any reason, CONTRACTOR may exercise any and all rights and remedies available to it by applicable law.

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 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.

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. FACILITIES, PAYMENTS AND SERVICES

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

B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and

administrative capabilities required to carry out its duties and responsibilities under this Contract and in accordance with all the applicable statutes and regulations pertaining to Short Doyle Providers.

XI. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract, but only in proportion to and to the extent such claims, demands, including defense costs, or liability caused by or resulting from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, or agents. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

C. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all required insurance, or maintain a program of self-insurance, at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with and to maintain such insurance coverage, or a program of self-insurance, during the entire term of this Contract. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the

obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

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

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

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

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

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

G. **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.

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

Coverage

Minimum Limits

Commercial General Liability

\$5,000,000 per occurrence

\$5,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$5,000,000 per claims made \$5,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

I. 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.

J. 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 CONTRACT.***

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

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

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

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

K. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within

the scope of their appointment or employment.

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

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

N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

P. Insurance certificates should be forwarded to the department address listed in the Referenced Contract Provisions.

Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, COUNTY may terminate this Contract immediately, upon written notice.

R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. 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 Contract 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 Contract, 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 Contract.
 - 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 COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract 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 contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract 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 contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

XII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall, unless prohibited by applicable law, have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a 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 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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 Grievance 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 Contract, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

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

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

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

E. COUNTY shall provide CONTRACTOR with at least fifteen (15) days' written prior notice of such inspection or evaluation; provided, however, that the State of California, or duly authorized representative, which may include COUNTY, shall be required to provide at least seventy-two (72) hours' notice for its onsite inspections and 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.

XIII. LICENSES AND LAWS

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

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 Contract.

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed.

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.
23. 42 CFR, Section 438, Managed Care Regulations
24. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.
25. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04, dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

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

XIV. 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 Contract must be approved at least thirty (30) calendar days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Contract, 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.

B. Both Parties agree that they will not use the name(s), symbols, trademarks or service marks, presently existing or later established, of the other Party nor its employees in any advertisement, press release or publicity with reference to this Contract without the prior written approval of the other Party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to CONTRACTOR's signatory of this Contract. CONTRACTOR may represent itself as a contracted provider of the services described in this Contract for the residents of Orange County as provided in Subparagraph A. above. ADMINISTRATOR may include references to the services described in this Contract in informational materials relating to the continuum of care provided using federal, state and county funds.

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

XV. 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" paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

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

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the “Compliance” paragraph of this Contract) 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. CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination 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. There shall be posted 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 Equal Opportunity Clause.

2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and its subcontractors shall state that all qualified applicants will receive consideration for employment without regard to their 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. Such requirement shall be deemed fulfilled by use of the term EOE.

3. CONTRACTOR shall give written notice of its obligations under this EOC to each labor union with which CONTRACTOR has a collective bargaining Contract.

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

1. Denying a Client or potential Client any service, benefit, or accommodation.
2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.

3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101, et seq.; as implemented in 29 CFR 1630), pertaining to the prohibition of discrimination against qualified persons with disabilities, as they exist now or may be hereafter amended together with succeeding legislation..

D. RETALIATION – Neither CONTRACTOR, 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.

E. Upon a finding of discrimination by the United States Equal Employment Opportunity Commission, State Department of Fair Employment and Housing, or a court of competent jurisdiction, and after exhaustion of any and all appeals, this Contract may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for future contracts involving federal, state, or county funds.

XVII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

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

XVIII. NOTIFICATION OF DEATH

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

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 Contract.

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 Contract 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.

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by 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 of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

//

XX. PATIENT'S RIGHTS

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

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have internal grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

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

2. 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 the County Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract 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 Contract 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 ten (10) 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 ten (10) years following discharge of the participant, Client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

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

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that 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 Contract 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 forty-eight (48) 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.

XXII. 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 Contract for the purpose of personal or professional research, or for publication.

XXIII. REVENUE

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

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

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

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

//

//

XXIV. SEVERABILITY

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

XXV. SPECIAL PROVISIONS

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

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly

contribute to the quality of services to be provided pursuant to this Contract.

XXVI. STATUS OF CONTRACTOR

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

XXVII. TERM

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

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

XXVIII. TERMINATION

A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated. COUNTY shall issue a CAP in writing and send the CAP to the address listed in the Referenced Contract Provisions. The CAP shall allow CONTRACTOR not less than thirty (30) calendar days from date of the CAP to complete the CAP.

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

1. The loss by CONTRACTOR of legal capacity.

2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. Until the date of termination, continue to provide the same level of service required by this Contract.
4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

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

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

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

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

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

F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

XXIX. THIRD PARTY BENEFICIARY

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

XXX. WAIVER OF DEFAULT OR BREACH

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

XXXI. THE REGENTS

A. COUNTY acknowledges that the Regents of the University of California ("The Regents") has entered into this Contract solely on behalf of and with respect to The Regents Of The University Of California, As Described In Article IX, Section 9 Of The California Constitution, On Behalf Of UC Irvine Medical Center , and not on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or operated by, or affiliated with, The Regents, including, without limitation, any other university, campus, health system,

medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the foregoing, COUNTY further acknowledges and agrees that, notwithstanding any other provision contained in this Contract:

1. All obligations of The Regents under this Contract shall be limited to The Regents as and when acting solely on behalf of or with respect to the University of California, Irvine Medical Center, and shall in no way obligate, be binding on or restrict the business or operating activities of any of the Excluded UC Affiliates;

2. None of the Excluded UC Affiliates shall constitute or be deemed to constitute an affiliate of the Regents or of the University of California, Irvine Medical Center for any purpose under this Contract; and

3. The University of California, Irvine Medical Center, through The Regents or otherwise, shall have the right to participate in, provide services under, contract as part of, and otherwise be involved in the management or operation of, any health or medical insurance or benefit plan, program, service or product that is sponsored or offered in whole or in part by The Regents on a system-wide basis.

XXXII. INSURANCE TO BE MAINTAINED BY COUNTY

A. COUNTY shall, at its sole cost and expense, insure its activities in connection with this Contract and obtain, keep in force, and maintain policies of insurance or programs of self-insurance with the minimum limits and coverage as set forth below, and such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of COUNTY and CONTRACTOR against other insurable risks relating to performance:

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

\$2,000,000 aggregate

Sexual Misconduct Liability

\$1,000,000 per occurrence

B. COUNTY shall furnish CONTRACTOR with Certificates of Insurance or other evidence of compliance with the above requirements upon request. COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to CONTRACTOR. Failure to provide written notice of cancellation shall constitute a breach of COUNTY's obligation hereunder and ground for CONTRACTOR to terminate this Contract.

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

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

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE MEDICAL
CENTER**

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
TO CONTRACT FOR PROVISION OF
MEDI-CAL MENTAL HEALTH MANAGED CARE
PSYCHIATRIC INPATIENT HOSPITAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE MEDICAL
CENTER

JULY 1, 2022 THROUGH JUNE 30, 2025

I. COMMON TERMS AND DEFINITIONS

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

A. Acute Day means those days authorized by ADMINISTRATOR's designated Utilization Management Unit when the Client meets medical necessity criteria set forth in Title 9 of the California Code of Regulations (CCR), section 1820.205.

B. Administrative Day means those days authorized by ADMINISTRATOR's designated Utilization Management Unit when the Client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute licensed residential treatment facility in a reasonable geographic area.

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

D. Additional Income Source means Additional Income Source and refers to all income other than SSI and includes such sources of income as retirement income, disability income, trust fund income, SSI, Veteran's Affairs disability income, etc.

E. AMHI Services means Adult Mental Health Inpatient and, for payment purposes, refers to all services required by this Contract except Computerized Tomography Scan Testing Services and Medical Services.

F. ASO means Administrative Services Organization and refers to administrative and mental health services components that include maintenance of a contract provider network including credentialing and contracting, adjudication of provider claims for outpatient and inpatient specialty mental health services, and the operation of a 24-hour telephone access and authorization line.

G. 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.

H. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who is dealing with a chronic mental illness.

I. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents aged thirteen (13) and older who are experiencing a psychiatric crisis and need immediate evaluation. Individuals receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-nine (59) minutes.

J. Diagnosis means the definition of the nature of the Client's disorder. When formulating the diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and/or ICD published by the American Psychiatric Association.

K. DSM means Diagnostic and Statistical Manual of Mental Disorders and refers to the Publication by the American Psychiatric Association that is used as a guide in the diagnosis of mental disorders.

L. ECT means Electro Convulsive Therapy and refers to a psychiatric treatment in which seizures are electrically induced in anesthetized patients for therapeutic effect.

M. Engagement means the process where a trusting relationship is developed over a short period of time with the goal to link the individual(s) to appropriate services within the community. Engagement is the objective of a successful outreach.

N. Face-to-Face means an encounter between the individual/parent/guardian and provider where they are both physically present. This does not include contact by phone, email, etc., except for Telepsychiatry provided in a manner that meets COUNTY protocols.

O. Health Care Services means any preventive, diagnostic, treatment, or support services, including professional services, which may be medically necessary to protect life, prevent significant disability, and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.

P. HIPAA means Health Insurance Portability and Accountability Act and refers to the federal law that establishes standards for the privacy and security of health information, as well as standards for electronic data interchange of health information. HIPAA law has two main goals, as its name implies: making health insurance more portable when persons change employers, and making the health care system more accountable for costs-trying especially to reduce waste and fraud.

Q. Hospital Based Ancillary Services means services which include but are not limited to ECT and MRI. Other ancillary services include: the use of facilities; laboratory, medical and social services furnished by CONTRACTOR including drugs such as take-home drugs, biologicals, supplies, appliances and equipment; nursing, pharmacy and dietary services; and supportive and administrative services required to provide Psychiatric Inpatient Hospital Services. Ancillary services do not include

physician or psychologist services that are separately billed to DHCS.

R. Integrated Records Information System (IRIS) means ADMINISTRATOR's database system and refers to a collection of applications and databases that serve the needs of programs within Orange County and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.

S. ITP means Individualized Treatment Plan for each Client. All psychiatric, psychological, and social services must be compatible with the ITP.

T. Lanterman–Petris–Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides guidelines for handling involuntary civil commitment to a mental health institution in the State of California. Lanterman Petris-Short and 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, clothing, or shelter. It expanded the evaluative power of psychiatrists and created provisions and criteria for involuntary detentions

U. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.

V. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the provisions of Chapter 13 and 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.

W. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the provisions of Chapter 13 and 16 of the California Business and Professions Code, who can provide clinical service to individuals they serve. The license must be current and in force and not suspended or revoked.

X. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.

Y. Licensed Psychologist means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 624; they are a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.

Z. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the

provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.

AA. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the Department of Justice (DOJ) for the completion of a criminal record check, typically required of employees who have direct contact with the individuals served.

AB. Long Term Care (LTC) means COUNTY department that reviews referrals for placement in COUNTY-contracted long term care facilities.

AC. Medi-Cal means the State of California's implementation of the federal Medicaid health care program which pays for a variety of medical services for children and adults who meet eligibility criteria.

AD. Medical Necessity means the requirements as defined in the MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria and intervention related criteria. Meeting medical necessity for acute psychiatric inpatient hospital services includes having an included DSM/ICD diagnosis; the Client cannot be safely treated at a lower level of care; and the Client requires psychiatric inpatient hospital services, as a result of a mental disorder, due to symptoms or behaviors that represent a current danger to self or others, or significant property destruction; and/or prevent the Client from providing for, or utilizing, food, clothing, shelter; and/or present a severe risk to the Client's physical health; and/or represent a recent, significant deterioration in ability to function.

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

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

b. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the 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 Clients that may include family therapy in which the beneficiary is present.

AF. MHSA means Mental Health Services Act and refers to the voter-approved initiative to develop a comprehensive approach to providing community-based mental health services and supports for California residents. It is also known as "Proposition 63."

AG. Milestones of Recovery Scale (MORS) means a Recovery scale that COUNTY uses in Adult Mental Health programs. The scale assigns Client to their appropriate level of care and replaces diagnostic and acuity of illness-based tools.

AH. Outreach means linking individuals to appropriate Mental Health Services within the community. Outreach activities will include educating the community about the services offered and requirements for participation in the various mental health programs within the community. Such activities will result in CONTRACTOR developing their own Referral sources for programs being offered within the community.

AI. Peer Recovery Specialist/Counselor means an individual in a paid position who has been through the same or similar Recovery process as those being assisted to attain their Recovery goals in the CSU. A Peer Recovery Specialist practice is informed by personal experience.

AJ. UOS means units of service and refers to one (1) calendar day during which CONTRACTOR provides all of the Mental Health Inpatient Services described hereunder, with the day beginning at twelve o'clock midnight. The number of billable UOS shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day, then one (1) day shall be charged.

AK. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided in an acute care hospital for the care and treatment of an acute episode of mental disorder.

AL. Program Director means an individual who is responsible for all aspects of administration and clinical operations of the behavioral health program, including development and adherence to the annual budget. This individual also is responsible for the following: hiring, development and performance management of professional and support staff, and ensuring mental health treatment services are provided in concert with COUNTY and state rules and regulations.

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

AN. Psychiatrist means an individual who meets the minimum professional and licensure

requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience treating children and TAY.

AO. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal recipients in order to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of the cases.

AP. Referral means effectively linking individuals to other services within the community and documenting follow-up provided within five (5) business days to assure that individuals have made contact with the referred service(s).

AQ. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of the California Business and Professions Code, who can provide clinical services to the individuals served. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

AR. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age of eighteen (18) years who have a behavioral health disorder, as identified in the most recent edition of the DSM and/or the ICD 10, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s age according to expected developmental norms. W&I 5600.3.

AS. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. W&I 5600.3.

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

AU. Token means the security device which allows an individual user to access COUNTY’s computer based IRIS.

AV. Uniform Method of Determining Ability to Pay (UMDAP) means the UMDAP refers to the method used for determining an individual’s annual liability for Mental Health Services received from COUNTY’s mental health system and is set by the State of California.

AW. Wellness Action & Recovery Plan (WRAP) means a self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

AX. NPI means National Provider Identification and refers to the standard unique health identifier that was adopted by the Secretary of Health and Human Services (HHS) under Health Insurance Portability and Accountability Act (HIPAA) for health care providers.

AY. NPP means Notice of Privacy Practices and refers to the document that notifies individuals of uses and disclosures of Protected Health Information (PHI) that may be made by or on behalf of the health plan or health care provided as set forth in HIPAA.

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

BA. Skilled Nursing Facility (SNF) means and refers to a facility that provides twenty-four (24) hour/day skilled nursing care and supervision.

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

II. ISSUE RESOLUTION

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

A. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR program and administrative staff including, but not limited to, telephone contact, electronic mail (e-mail), FAX, written correspondence and meetings, to resolve any issues or problems regarding the implementation and operation of this Contract or COUNTY's policies and procedures regarding services described herein.

B. 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 this Contract. ADMINISTRATOR shall have fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) calendar days.

C. If the parties are 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 ADMINISTRATOR's Director of Behavioral Health Care for final resolution.

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

E. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the Issue Resolution Paragraph of this Exhibit A to the Contract.

III. PATIENT'S RIGHTS

A. CONTRACTOR shall post the current California Department of Health Care Services Patients' Rights poster as well as the Orange County HCA Mental Health Plan Complaint and Grievance poster in all County threshold languages in locations readily available to Clients and staff and have complaint forms and complaint envelopes readily accessible to Clients.

B. In addition to those processes provided by ADMINISTRATOR, 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.

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

C. Complaint Resolution and Grievance Process – ADMINISTRATOR shall implement complaint and grievance procedures that shall include the following components:

1. Complaint Resolution. This process will specifically address and attempt to resolve Client complaints and concerns at CONTRACTOR's facility. Examples of such complaints may include dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant.

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 County Adult and Older Adult Behavioral Health Inpatient Services 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 the County Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.

D. The parties agree that Clients have recourse to initiate a complaint to CONTRACTOR, appeal to the County Patients' Rights Office, file a formal grievance, and 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. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

F. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the Patient's Rights Paragraph of this Exhibit A to the Contract.

//

//

//

IV. PAYMENTS

A. CONTRACTOR shall be reimbursed by DHCS for services provided at the following all-inclusive rates per Client day for acute Psychiatric Inpatient Hospital Services and based on the following accommodation codes.

<u>Accommodation Code</u>	<u>Description of Facility</u>	<u>Rate</u>		<u>Period Three</u>
		<u>Period One</u>	<u>Period Two</u>	
	General Acute Care Hospital: <u>Adolescent/Child, Psychiatric</u>	\$1090.00 1175.00	\$1090.00 1175.00	1090.00 1175.00
	General Acute Care Hospital: <u>Adult, Psychiatric</u>	\$1005.00 1050.00	\$1005.00 1050.00	\$1005.00 1050.00
<u>097</u>	Acute Psychiatric Hospital <u>Adolescent/Child, Psychiatric</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>114 - 204</u>	Acute Psychiatric Hospital <u>Adult, Psychiatric</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>169</u>	<u>Administrative Day</u>	<u>Current DHCS Rate</u>	<u>Current DHCS Rate</u>	<u>Current DHCS Rate</u>

1. The rate for Accommodation Code 169 is established and adjusted by the DHCS.
2. Rates are inclusive of all Psychiatric Inpatient Hospital Services as defined in this Exhibit A to the Contract, and shall constitute payment in full for these services.
3. The number of billable Units of Service shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day, then one (1) day shall be included.
4. DHCS may reimburse Administrative Days for dates in which documentation does not meet requirements for Acute Day reimbursement, contingent upon CONTRACTOR documentation of services that qualify for the Administrative Day reimbursement, as outlined in Section IV. C. Acute Day Medical Necessity and Administrative Day Reimbursement Requirements of this Exhibit A
5. Rates do not include physician or psychologist services rendered to Clients, or transportation services required in providing Psychiatric Inpatient Hospital services. These services shall be billed separately from the above per diem rate for Psychiatric Inpatient Hospital services as follows:
 - a. When Medi-Cal eligible mental health services are provided by a psychiatrist or psychologist, such services shall be billed to COUNTY's ASO. Prior authorization and notification are not required prior to providing these services.
 - b. When Medi-Cal eligible medical services are provided by a physician, such services shall

be billed to the designated CalOptima Plan or CalOptima Direct, depending on the Client's health coverage benefit. Prior authorization and notification may be required prior to providing these services, and it is CONTRACTOR'S responsibility to ascertain whether prior authorization or notification is required.

c. When Medi-Cal eligible transportation services are provided, such services shall be billed to the designated CalOptima Plan or CalOptima Direct, depending on the Client's health coverage benefit. Prior authorization and notification may be required prior to providing these services, and it is CONTRACTOR'S responsibility to ascertain whether prior authorization or notification is required.

6. The Client daily rates stated above do not include ECT or MRI Services. The rates for ECT and MRI Services shall apply only for the day(s) in which the Client received an approved ECT or MRI (rates listed below). These rates reflect CONTRACTOR's reimbursement only and associated professional services shall be billed to COUNTY's ASO, the designated CalOptima Plan or CalOptima Direct. CONTRACTOR must obtain prior approval from ADMINISTRATOR to perform the ECT or MRI in order to be reimbursed. CONTRACTOR shall submit to ADMINISTRATOR ECT and MRI invoices that indicate for whom services were provided, the date of service, and shall be supported with such documentation as may be required by ADMINISTRATOR.

Description	Rate
Psychiatric, ECT	N/A
Psychiatric, MRI	N/A

B. Billing Procedures

1. CONTRACTOR must obtain an NPI.

2. CONTRACTOR shall invoice DHCS for each Client day, authorized by the ASO during the concurrent review process, and approved by ADMINISTRATOR, for each Client who meets notification, admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies a psychiatric inpatient hospital bed at 12:00 AM in CONTRACTOR's facility. CONTRACTOR may invoice DHCS if the Client is admitted and discharged during the same day; provided, however, that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

3. CONTRACTOR shall determine that Psychiatric Inpatient Hospital services provided pursuant to the Contract are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement including, but not limited to, a private group indemnification or insurance program or Workers' Compensation Program. CONTRACTOR shall seek to be reimbursed by other coverage prior to seeking reimbursement by DHCS. DHCS's maximum obligation shall be reduced if other coverage is available.

4. CONTRACTOR shall submit claims to DHCS's fiscal intermediary for all services rendered pursuant to the Contract, in accordance with the applicable invoice and billing requirements contained in WIC, Section 5778.

5. CONTRACTOR may appeal, in writing, a denied request for reimbursement to ADMINISTRATOR. In the event that the appeal is denied, by ADMINISTRATOR, CONTRACTOR may continue the appeals process by writing directly to DHCS, within thirty (30) calendar days of ADMINISTRATOR's decision. The decision of DHCS shall be final.

C. Acute Day Medical Necessity and Administrative Day Reimbursement Requirements

1. Acute Day Medical Necessity – for Medi-Cal reimbursement of psychiatric inpatient hospital services, the Client must meet medical necessity criteria set forth in Title 9 of the CCR, section 1820.205. Medical necessity criteria are applicable regardless of the legal status (voluntary or involuntary) of the Client. The Client must meet the following medical necessity criteria for admission to a hospital for psychiatric inpatient hospital services:

- a. Have an included diagnosis;
- b. Cannot be safely treated at a lower level of care, except that a Client who can be safely treated with crisis residential treatment services of psychiatric health facility services for an acute psychiatric episode shall be considered to have met this criterion; and
- c. Requires psychiatric inpatient hospital services, as the result of a mental disorder, due to one of the following:
 - 1) Has symptoms or behaviors due to a mental disorder that (one of the following):
 - i. Represent a current danger to self or others, or significant property damage;
 - ii. Prevent the Client from providing for, or utilizing, food, clothing, or shelter;
 - iii. Present a severe risk to the Client's physical health;
 - iv. Represent a recent, significant deterioration in ability to function.
 - 2) Require admission for one of the following:
 - i. Further psychiatric evaluation;
 - ii. Medication treatment
 - iii. Other treatment that can be reasonably provided only if the Client is hospitalized

- 2. Continued Stay Acute Medical Necessity includes:
 - a. Continued presence of indications that meet the medical necessity criteria outlined above;
 - b. Serious adverse reaction to medications, procedures, or therapies requiring continued hospitalization;
 - c. Presence of new indications that meet medical necessity criteria; and
 - d. Need for continued medical evaluation or treatment that can only be provided if the Client remains in the hospital
 - e. If ADMINISTRATOR does not approve CONTRACTOR's request for extended treatment, CONTRACTOR shall be responsible for effecting the appropriate transfer and/or discharge of

COUNTY Client. In any case, if CONTRACTOR elects to provide inpatient treatment without the express authorization of ADMINISTRATOR, CONTRACTOR shall assume responsibility for the cost of such treatment.

f. COUNTY's Director of Behavioral Health Services or designee may determine a COUNTY Client no longer meets this primary criteria and request that CONTRACTOR discharge COUNTY Client to a facility appropriate for COUNTY Client's treatment requirements.

3. Administrative Day Reimbursement Requirements – a Client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute licensed residential treatment facility in a reasonable geographic area. For reimbursement for administrative day service claims, CONTRACTOR shall document the following in the Client's medical record:

a. Having made at least one contact to a non-acute licensed residential treatment facility per day (except weekends and holidays) or person or agency responsible for placement, starting with the day the Client was placed on administrative day status.

b. Once five (5) contacts have been made and documented, any remaining days within the seven-consecutive-day period from the day the Client is placed on administrative day status can be authorized.

c. CONTRACTOR must continue to document contacts with appropriate placement facilities until the Client is discharged. Contacts shall be documented by a brief description of the placement facilities reported bed availability status, reason for denial if applicable, and the signature of the person making the contact.

d. ADMINISTRATOR shall monitor the Client's status, appropriateness of the facilities being contacted for referral, and/or the Client's chart to determine if the client's status has changed.

D. Concurrent Review

1. CONTRACTOR shall comply with Concurrent Review Policies and Procedures per DHCS Information Notice 19-026, and any future letters from DHCS outlining updates to this process, including:

a. CONTRACTOR shall notify ADMINISTRATOR's Third-Party contractor for Concurrent Review and Authorization of services within twenty-four (24) hours of Client admission.

b. CONTRACTOR shall participate in ongoing concurrent reviews and discharge review with ADMINISTRATOR's third-party contractor for all ongoing authorization of treatment based upon medical necessity criteria, for the entire duration of the Client's admission.

E. TAR Process

1. CONTRACTOR shall submit the 18-3 TAR for authorization of payment for Psychiatric Inpatient Hospital services to ADMINISTRATOR no later than fourteen (14) calendar days after:

- a. Ninety-nine (99) calendar days of continuous service to a Client, and/or
- b. Discharge.

2. CONTRACTOR shall resubmit the 18-3 TAR and any additional information requested, no

later than sixty (60) calendar days from the date of the deferral letter, in the event ADMINISTRATOR defers the 18-3 TAR back to CONTRACTOR to obtain further information.

F. Once TAR is approved by ADMINISTRATOR, CONTRACTOR shall submit claims to DHCS's fiscal intermediary for all services rendered pursuant to the Contract, in accordance with the applicable invoice and billing requirements contained in WIC, Section 5778.

G. TAR Denials and Appeals

1. Should ADMINISTRATOR deny CONTRACTOR's request for reimbursement, CONTRACTOR may submit a First Level Appeal in writing to ADMINISTRATOR.

2. In the event the First Level Appeal is denied by ADMINISTRATOR, CONTRACTOR may continue to the Second-Level Appeals process by writing directly to DHCS, within thirty (30) calendar days of ADMINISTRATOR's decision. The decision of DHCS shall be final.

H. Overpayments

1. CONTRACTOR agrees that DHCS may recoup any such overpayment by withholding the amount owed to DHCS from future payments due CONTRACTOR, in the event that an audit or review performed by ADMINISTRATOR, DHCS, the State Controller's Office, or any other authorized agency discloses that CONTRACTOR has been overpaid.

2. CONTRACTOR agrees that DHCS may recoup funds from prior year's overpayments, which occurred prior to the effective date of the Contract, by withholding the amount currently owed to CONTRACTOR by DHCS.

3. CONTRACTOR may appeal recoupments according to applicable procedural requirements of the regulations adopted pursuant to WIC, Sections 5775, et seq. and 14680, et seq., with the following exceptions:

a. The recovery or recoupment shall commence sixty (60) calendar days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.

b. CONTRACTOR's liability to COUNTY for any amount recovered shall be as described in WIC, Section 5778(h).

I. Customary Charges Limitation – DHCS's obligation to CONTRACTOR shall not exceed CONTRACTOR's total customary charges for like services during each hospital fiscal year or portion thereof in which the Contract is in effect. DHCS may recoup any portion of the total payments to CONTRACTOR which are in excess of CONTRACTOR's total customary charges.

J. Additional Required Notifications for Medi-Cal Managed Care Clients;

1. CONTRACTOR shall notify ADMINISTRATOR, prior to 12:00 PM Monday through Friday, excluding holidays, of the daily census of all Clients in which reimbursement for Psychiatric Inpatient Hospital Services will be requested. The census report following a weekend and/or holiday shall include any admissions made during that time.

2. CONTRACTOR shall notify ADMINISTRATOR of any Client discharge within twenty-four

(24) hours of the Client's discharge, excluding weekends and holidays. CONTRACTOR shall include the Client's name, discharge date, discharge placement and placement phone number. CONTRACTOR shall inform COUNTY of where the Client has been referred for continuing treatment, along with the facility's phone number, contact person and the Client's first appointment time and date.

3. CONTRACTOR shall notify the Regional Center Service Coordinator and Nurse Consultant of a Regional Center Client's admission within twenty-four (24) hours of admission or within twenty-four (24) hours of identifying that a Client is a Regional Center Client.

4. CONTRACTOR shall notify both the Client's Regional Center Service Coordinator and one of the Regional Center Nurse Consultants of the intent to seek their placement services. Such notification must occur on or before the date for which CONTRACTOR intends to seek Administrative Day reimbursement. CONTRACTOR may seek reimbursement from Regional Center for all Administrative Days after the first three (3) Administrative Days.

5. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours of admission of all Clients, served under this Contract, who are admitted on involuntary hold.

6. CONTRACTOR shall notify ADMINISTRATOR on the day that the other health insurance benefit has been exhausted, or the day the other health insurance benefit is known to be denied, if the Client has other health insurance coverage in addition to Medi-Cal, and CONTRACTOR intends to seek Medi-Cal reimbursement for all or a portion of the hospital stay.

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

V. REPORTS

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

B. CONTRACTOR is required to comply with all applicable reporting requirements, including the requirements set forth in Division 5 of the California Welfare Institutions Code and Division 1, Title 9 of the California Code of Regulations, as well as any reports required of LPS designated facilities in the County of Orange.

C. CONTRACTOR shall provide ADMINISTRATOR a monthly report of program outcomes tracked for COUNTY Medi-Cal Clients, outlined in the Program Outcomes Section of this Exhibit A.

D. UNUSUAL or ADVERSE INCIDENT REPORTING

1. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issue that materially or adversely affect the quality or accessibility of services provided by, or under contract with, COUNTY.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of the individuals seen, including, but not limited to, serious physical harm to self or

others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.

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

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

VI. SERVICES

A. FACILITY – CONTRACTOR shall provide Psychiatric Inpatient Hospital Services at the following Medi-Cal Certified and LPS Designated facility:

UC Irvine Medical Center
101 The City Drive South, Bldg 3
Orange, CA 92868

B. CLIENTS SERVED – CONTRACTOR shall provide acute psychiatric inpatient services to Orange County Medi-Cal beneficiaries living with serious and persistent mental health issues, serious emotional disturbance and those who are experiencing a psychiatric crisis requiring immediate stabilization.

1. CONTRACTOR shall admit and serve all Clients referred by ADMINISTRATOR who meet ADMINISTRATOR's criteria for acute psychiatric hospitalization and who also meet the criteria approved by DHCS and the guidelines under Title 9, Chapter 11, Section 1820.205. This may include Clients with co-morbid medical conditions and substance use disorder. CONTRACTOR shall not refuse admissions of Clients if they meet all the admission criteria identified above.

2. Clients may be deemed dangerous to themselves and/or others, gravely disabled and require this highly restrictive level of care to ensure the safety of themselves and/or others.

3. Referrals from COUNTY and COUNTY-Contracted Crisis Stabilization Units will be prioritized for admission.

C. SERVICES PROVIDED

1. Medi-Cal Managed Care Mental Health Acute Psychiatric Inpatient hospital services are provided twenty-four (24) hours a day, seven (7) days a week to individuals who are living with serious and persistent mental health issues and who may also have a co-occurring medical and or substance use diagnosis, and who require this acute level of care to ensure the safety of themselves and others.

2. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services in the same manner to Medi-Cal Clients as it provides to all other Clients and not discriminate against Medi-Cal

Clients in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

3. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services, which include but are not limited to physician services, psychologist services, and transportation services, in accordance with WIC, Sections 5774, et seq. and 14680, et seq.

4. CONTRACTOR services will be recovery-oriented and trauma informed. Clients will be treated with the highest level of dignity and respect at all times and inpatient staff will engage Clients with non-coercion, focusing on assisting Clients in reaching psychiatric stabilization sufficient to be discharged or transferred to a lower level of care.

5. CONTRACTOR's services shall be designed to engage seriously mentally ill adults and/or seriously emotionally disturbed youth, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. CONTRACTOR shall provide services in collaboration with COUNTY's Director of Behavioral Health, or designee.

6. CONTRACTOR shall provide services that include but are not limited to psychiatric, ancillary, testimony, medical, specialized services, and additional services required of general acute care hospitals. CONTRACTOR's services shall be designed to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. CONTRACTOR shall provide services in collaboration with COUNTY's Director of Behavioral Health, or designee.

D. PSYCHIATRIC SERVICES – CONTRACTOR shall provide psychiatric treatment and support services in accordance with all applicable laws and regulations, including but not be limited to:

1. Psychiatric evaluation, within twenty-four (24) hours of admission, by a licensed psychiatrist, which shall include a psychiatric history, diagnosis, and evaluation and documentation completed accordance with the current DSM/ICD;

2. On-Call psychiatric coverage twenty-four (24) hours per day, seven (7) days per week

3. Assessment and re-assessment for voluntary and involuntary treatment

4. Ongoing psychiatric re-evaluation and daily rounds by psychiatrists; Daily face to face and documented progress notes by psychiatrists on all COUNTY Clients.

a. Daily progress notes on all Clients by the Psychiatrist or a Nurse Practitioner working under the supervision as evidenced by psychiatrists countersigning the progress note(s) within 48 hours;

5. Psycho-social assessment completed within forty-eight (48) hours of admission;

6. Psychometrics upon admission to gather clinical baseline and inform treatment decision-making and evidence-based practices

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

8. Laboratory and diagnostic services as indicated throughout admission; this includes urine

drug screens as applicable within the first twenty-four (24) hours of admission to assess underlying causes of the current crisis.

- 9. Medication Services, including ongoing psychiatric medication evaluation and monitoring
- 10. Pharmaceutical Services

E. TREATMENT SERVICES – CONTRACTOR shall provide ongoing interdisciplinary treatment services to address the whole health of the Clients served under this Contract; this includes but is not limited to:

- 1. Creating an Initial Individualized Treatment Plan (ITP) for each COUNTY Client developed with the interdisciplinary team and Client, and completed with signatures of the treatment team and the Client (or explanation of the inability to obtain Client signature) within seventy-two (72) hours of admission.
- 2. Nursing, Psychological, Therapeutic, and Social Services compatible with ITPs;
- 3. Treatment for co-occurring substance use disorders based on either harm-reduction or abstinence-based models to wellness and recovery;
- 4. Individual, group and collateral therapies which includes provision or supervision of family therapy sessions as indicated for youth; therapies will include but not limited to:
 - a. Documentation of Client's attendance/participation in collateral therapy including schedule of therapies, attendance log, and medical record progress notes.
 - b. Appropriate one-on-one Client-to-staff counseling as appropriate to the diagnosis and ITP.
 - c. Use Evidence-Based Practices including but not limited to: motivational interviewing, solution-focused therapy, seeking safety, cognitive behavioral therapy, and/or Dialectical-Behavioral Therapy, to address the unique symptoms and behaviors presented by Clients in accordance to ITP goals.
 - d. Promote recovery in individual and group sessions. Group topics may include but not be limited to: building a wellness toolbox or resource, list, WRAP plans, symptom monitoring, identifying and coping with triggers, developing a crisis prevention plan, etc.
- 5. Activities therapy;
- 6. Crisis Intervention;
- 7. Education, including psychoeducational support, to COUNTY Client and family/support network
- 8. Transportation Services;
- 9. Services will involve families, significant others, or natural support systems throughout the duration of the treatment episode;
- 10. Provide all necessary substance use disorder treatment services for Clients who are living with a co-occurring substance use disorder problem in addition to their behavioral health issues as appropriate;
- 11. Develop strategies to advance trauma-informed care and to

accommodate the vulnerabilities of trauma survivors;

12. Provide services in an environment which is compatible with and supportive of a recovery model. Services shall be delivered in the spirit of recovery and resiliency, tailored to the unique strengths of each Client. The focus will be on personal responsibility for mental disorder management and independence, which fosters empowerment, hope, and an expectation of recovery from mental health issues. Recovery oriented language and principles shall be evident and incorporated in CONTRACTOR's policies, program design and space, and practice.

13. Collaborate with Peer Mentors, as available, to provide direct support, education, and advocacy, as well as resource and linkage assistance to Clients;

a. CONTRACTOR shall sustain a culture that supports and employs Peer Recovery Specialist/Counselors in providing supportive socialization for Clients that will assist in their recovery, self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories of recovery as much as possible to infiltrate the milieu with the notion that recovery is possible.

14. Weekly Interdisciplinary Treatment Team meetings for each COUNTY Client

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

F. DISCHARGE PLANNING- CONTRACTOR shall provide discharge planning that includes but is not limited to continuing care planning and referral services. COUNTY shall provide such assistance, as COUNTY deems necessary, to assist providers' Social Services staff to initiate, develop and finalize discharge planning and necessary follow-up services. Discharge planning must begin upon admission and occur seven (7) days per week. Discharge planning and coordination of care services include, but are not limited to:

1. Coordination with current outpatient providers for continuity of treatment during Clients' admissions;

2. Referral and linkage to aftercare providers for continued treatment to address the Client's whole health, including primary care linkage, peer support, substance use treatment and HCA outpatient mental health and recovery services providers; Referrals must be documented in the Client's medical record.

3. CONTRACTOR shall arrange a specific date and time within twenty-four (24) hours of discharge for an aftercare appointment with a COUNTY outpatient clinic.

4. CONTRACTOR shall fax or secure email to COUNTY outpatient clinic, at the time of discharge, the Hospital Discharge Referral Form or the hospital's aftercare plan, the initial psychiatric evaluation, the history and physical examination report, recent lab studies, the medication list, and any medical consults.

5. Discharge Planning to non-acute licensed residential treatment or Long-Term Care (LTC):

a. CONTRACTOR shall document in the Client's medical record for those Clients being

referred to a SNF at discharge, at least five (5) SNF contacts daily, Monday through Friday, until the Client is either discharged or no longer requires a SNF level of care.

b. CONTRACTOR shall document in the Client's medical record, for those Clients awaiting LTC placement, contact with ADMINISTRATOR's LTC Unit at least once every seven (7) days until the Client is either discharged or no longer requires LTC services. Contact may be made by fax, email, or direct telephone discussion with ADMINISTRATOR. If CONTRACTOR fails to document contact with ADMINISTRATOR within a seven (7) calendar day period, CONTRACTOR will be ineligible for Administrative Day reimbursement until next contact with ADMINISTRATOR.

c. CONTRACTOR shall contact COUNTY clinics daily, Monday through Friday, excluding holidays, if the Client requires Board and Care placement, or until the Client is either discharged or no longer requires Board and Care placement. CONTRACTOR shall comply with P&P's, established by ADMINISTRATOR, for placing Board and Care Clients

6. Medi-Cal Clients shall be discharged with seven (7) calendar days of medications. This includes psychiatric medications and other medications needed to treat concurrent medical conditions.

7. All discharges must be completed by a psychiatrist. Discharge documentation shall include discharge orders and discharge summary.

G. TESTIMONY SERVICES – CONTRACTOR will provide expert witness testimony by appropriate mental health professionals in all legal proceedings required for the institutionalization, admission, or treatment of COUNTY Clients. These services shall include, but not be limited to, writs of habeas corpus, capacity hearings, conservatorship, probable cause hearings, court-ordered evaluation, and appeal and post-certification proceedings.

1. ADMINISTRATOR shall provide representation to CONTRACTOR, at ADMINISTRATOR's cost and expense, in all legal proceedings required for conservatorship. CONTRACTOR shall cooperate with ADMINISTRATOR in all such proceedings.

2. ADMINISTRATOR will provide hearing officers for probable cause hearings for Clients approved by ADMINISTRATOR only, all other hearings will be provided at CONTRACTOR's cost and expense.

H. MEDICAL SERVICES – CONTRACTOR shall provide all medical care services deemed appropriate according to usual and customary hospital practices without regard for payer status. Medical services include physician and/ or other professional services required by the Client. CONTRACTOR shall provide transportation to the medical treatment and an escort to and from the service.

1. INPATIENT/OUTPATIENT ECT and MRI – CONTRACTOR shall provide ECT and MRI services for Clients. ECT and MRI services must be performed pursuant to all legal and regulatory requirements and be approved by ADMINISTRATOR in advance to treatment. ADMINISTRATOR approval shall be documented in the Client's medical record.

2. COMPUTERIZED TOMORGRAPHY (CT) – CONTRACTOR shall provide CT scans as part of the diagnosis and evaluation of a Client’s psychiatric condition when indicated. CT scans must be approved by ADMINISTRATOR in advance of treatment. ADMINISTRATOR approval shall be documented in the Client’s medical record.

3. A conflict resolution process may be initiated by either party to the Contract in the event of a disagreement between CONTRACTOR and ADMINISTRATOR regarding the appropriateness of proposed laboratory and/or diagnostic services. ADMINISTRATOR’s designated psychiatrist will review said proposed services and render a decision that will be binding on both parties.

I. ADDITIONAL SERVICES – CONTRACTOR shall provide additional services required of general acute care hospitals. Additional services shall include, but not be limited to, the following:

1. Direct Services – including a therapeutic milieu, room and dietetic services, nursing services, including drug administration and Client care, and a Client activity program including adjunctive therapy and rehabilitation services.

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

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

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

J. CONTRACTOR shall provide a copy of the “COUNTY Guide to Medi-Cal Mental Health Services” and “County Behavioral Health Services Plan Provider List” to each Client/guardian/conservator at the time of admission. CONTRACTOR shall ensure that the Client signs a form indicating receipt of both handbooks, and this form shall become part of the Client’s medical record. If the Client refuses to sign or receive the handbooks, a hospital staff member shall document that the handbooks were provided.

K. CONTRACTOR shall provide the Client/guardian/conservator the DHCS notification materials entitled, “EPSDT”, and “TBS” to each full-scope Medi-Cal Client under twenty-one (21) years of age admitted for acute psychiatric inpatient services. CONTRACTOR shall document in the Client’s medical record that these materials were provided.

L. CONTRACTOR shall provide, the NPP for COUNTY, as the MHP, to any individual who received services under the Contract.

M. CONTRACTOR shall allow ADMINISTRATOR to conduct a face-to-face evaluation of the Client for assessment and recommendation to CONTRACTOR regarding the appropriate level of care and need for the Clients’ hospitalization.

N. QUALITY IMPROVEMENT –

1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, the overall

goal of which is the maintenance of high-quality Client care and effective utilization of services offered. This plan shall include utilization review, peer review, and medication monitoring as mandated by the DCHS. CONTRACTOR shall adhere to the standards set forth in Title 9 of the CCR.

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

3. ADMINISTRATOR may conduct periodic treatment reviews at any time during the course of a COUNTY Client's hospitalization.

4. CONTRACTOR shall cooperate with ADMINISTRATOR in meeting quality improvement and utilization review requirements. Quality improvement and utilization reviews shall include, but not be limited to, performance outcome studies and Client satisfaction surveys. CONTRACTOR shall cooperate with concurrent review and managed care procedures related to treatment authorization, including the provision of working space for ADMINISTRATOR to conduct visits with the Client, interview staff and perform chart reviews.

O. MEETINGS – CONTRACTOR shall attend meetings as requested by COUNTY, including but not limited to:

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

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

P. PERFORMANCE OUTCOMES

1. CONTRACTOR shall perform outcome studies, on-site reviews, and written reports to be made available to ADMINISTRATOR upon request.

2. One hundred percent (100%) of all Orange County Medi-Cal Clients discharged to the community will be scheduled a follow-up outpatient services appointment to occur within twenty-four (24) hours of discharge.

3. CONTRACTOR shall track and report to ADMINISTRATOR for Orange County Medi-Cal Clients:

- a. Percentage of all COUNTY Clients discharged to the community scheduled a follow-up outpatient services appointment within twenty-four (24) hours of discharge.
- b. Seclusion and restraint incidents and percentages;
- c. Admissions per month for youth, adult, and older adult populations;
- d. Admission referral sources, i.e. number of Clients admitted from each of the Crisis Stabilization Units (CSUs), Emergency Departments, Orange County Jail, or Long-Term Care Facilities, etc.

e. Average length of stay (LOS) per month

4. CONTRACTOR shall perform outcome studies, on-site reviews and any other written reports to

be made available to ADMINISTRATOR upon request.

Q. CONTRACTOR shall provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

R. CONTRACTOR shall provide Inpatient Psychiatric Hospital Services that are non-discriminatory and tailored to meet the individual needs of the multi-cultural Clients served under the Contract. CONTRACTOR shall demonstrate program access, linguistically appropriate and timely mental health service delivery, staff training, and organizational P&P's related to the treatment of culturally diverse populations. CONTRACTOR shall ensure that high quality accessible mental health care includes:

1. Clinical care and therapeutic interventions which are linguistically and culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in all County threshold languages;
2. Medically appropriate interventions which acknowledge specific cultural influences;
3. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified need;
4. Screening and certification of interpreters;
5. Client related information translated into the various languages of the diverse populations served.

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

VII. STAFFING

A. CONTRACTOR shall provide clinical staffing as required by CCR, Title 9, Section 663. This includes:

1. Administrative Director who qualifies under Title 9, CCR, Section 620(d), 623, 624, 625, or 627;
2. Clinical Program Director who qualifies under Title 9, CCR, Section 623, 624, 625, 626, or 627;
3. Psychiatric Medical Director who qualifies under Title 9, CCR, Section 623 who shall assume medical responsibility as defined in Title 9, CCR, Section 522

B. CONTRACTOR shall provide professional, allied, and supportive paramedical personnel to provide all necessary and appropriate Psychiatric Inpatient Hospital services.

C. CONTRACTOR shall provide administrative and clerical staff to support the above mentioned staffing and the services provided pursuant to the Contract, including Treatment Authorization Request (TAR) processing, and Concurrent Review processes ensuring notification of Client admission within 24 hours of admission to COUNTY Administrative Services Organization (ASO), as well as ongoing review and authorization of inpatient psychiatric services;

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

E. NPP – CONTRACTOR shall provide, upon request, the NPP for COUNTY, as MHP, to any individual who received services under the Contract.

F. CONTRACTOR shall provide staff which reflect the cultural and linguistic makeup of the population served.

G. CONTRACTOR shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect to the Contract, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

H. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

I. CONTRACTOR shall ensure that a bilingual professional or qualified interpreter is fluent in English and in the primary language spoken by the Client. The bilingual professional or qualified interpreter must have the ability to accurately speak, read and interpret the Client's primary language. CONTRACTOR shall ensure that, when needed, a qualified interpreter is available who can accurately provide sign language services. The bilingual professional or qualified interpreter must have the ability to translate mental health terminology necessary to convey information such as symptoms or instructions to the Client. CONTRACTOR shall ensure that the bilingual person and/or the qualified interpreter, completes appropriate courses that cover terms and concepts associated with mental health issues, psychotropic medications, and cultural beliefs and practices which may influence the Client's mental health condition, if they have not been not been trained in the provision of mental health services.

J. CONTRACTOR shall ensure that all staff is trained and is knowledgeable in treatment issues reflecting the diversity of the Medi-Cal population. CONTRACTOR shall develop and maintain in-service staff training programs which will train staff to respect and respond with sensitivity to the language

and cultural experiences of the Clients. CONTRACTOR staff shall participate in cultural competency and/or awareness training on an annual basis. Training shall be designed to help staff understand cultural diversity and may include but not be limited to such topics such as: mental health care that is unique to the Client including awareness; sensitivity to the Client's cultural and spiritual beliefs, and the role of the family in diverse cultures and ethnic groups. Additionally, training components shall include:

1. Background information for identifying and treating mental health disorders and related health conditions not commonly found in the dominant Client population;
2. Utilization of non-psychiatrically trained interpreters in taking Client histories and assisting with communication relating to mental health treatment; and
3. Strategies for utilizing the belief patterns and family support systems of Clients to promote adherence to the course of treatment and assuming responsibility for preventive mental health behaviors.

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

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

EXHIBIT B
 TO CONTRACT FOR PROVISION OF
 MEDI-CAL MENTAL HEALTH MANAGED CARE
 PSYCHIATRIC INPATIENT HOSPITAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
 SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE MEDICAL
 CENTER
 JULY 1, 2022 THROUGH JUNE 30, 2025

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA

Privacy Rule in 45 CFR § 164.501.

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

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

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

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

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

12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

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

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

15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and control access to it.

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

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

//

//

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

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

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

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

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

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 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

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

//

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

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

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

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

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

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

//

//

//

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

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 conducting operations on behalf of COUNTY;

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

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

//

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

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

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 Contract, 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 Contract.

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. CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Contract.

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 commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

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

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

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

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

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

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

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

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)

- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

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

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

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

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

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

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

//

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 Contract 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 must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

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

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is 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 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, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

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

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

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

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period

set forth in 45 CFR § 164.410 (b) has elapsed, including:

- 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in 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 the Breach to COUNTY pursuant to Subparagraph F.2. above.

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

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, 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 Contract, 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 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

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

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

2. Upon termination of the Contract, 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 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

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

//

//

//

//

//

//

//

//

EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 MEDI-CAL MENTAL HEALTH MANAGED CARE
 PSYCHIATRIC INPATIENT HOSPITAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
 SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE MEDICAL
 CENTER
 JULY 1, 2022 THROUGH JUNE 30, 2025

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).
3. "CMPPA Contract" means the CMPPA Contract between the SSA and CHHS.
4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by COUNTY or DHCS, received by CONTRACTOR from COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of COUNTY.
5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.
6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.
7. "PII" shall have the meaning given to such term in the IEA and CMPPA.
8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).
9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information,

and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require 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 Contract; or interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF CONTRACT

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 COUNTY pursuant to the terms of the Contract provided that such use or disclosure would not violate the CIPA if done by 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 DHCS PI and PII. These steps shall include, at a minimum:

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA

Contract between the SSA and the CHHS and in the Contract between the SSA and 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 Contract 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 and/or 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 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 Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract, Exhibit B to the Contract.

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

//

//