

SECOND AMENDMENT FOR PROVISION OF

AMENDMENT NO. 4

TO

CONTRACT NO. MA-042-20010244

FOR

CRISIS STABILIZATION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT

JULY 1, 2019 THROUGH JUNE 30, 2022

~~THIS SECOND AMENDMENT TO AGREEMENT entered into this 1st day of December 2019, is by and between the COUNTY OF ORANGE (COUNTY), and CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT, a for profit Limited Liability Corporation (CONTRACTOR). The Original Agreement and each Amendment are and shall continue to be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").~~

WITNESSETH:

~~_____This Amendment ("Amendment No. 4") to Contract No. MA-024-20010244 for Adult Crisis Stabilization Services is made and entered into on April 1, 2021 ("Effective Date") between CSU LLC DBA College Hospital Crisis Stabilization Unit ("Contractor"), with a place of business at 301 Victoria Street, Costa Mesa, CA 92627, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".~~

RECITALS

~~WHEREAS, on March 26, 2019, COUNTY and CONTRACTOR previously entered into that certain Agreementthe Parties executed Contract No. MA-024-20010244 for the provision of Crisis Stabilization Services for the period of, effective July 1, 2019 through June 30, 2022, in thea total amount of not to exceed \$13,345,905; ("Contract"); and~~

~~_____WHEREAS, the First Amendment, on September 1, 2019, ADMINISTRATOR corrected thethe Parties executed Amendment No. 1 to correct Contractor's Tax ID Number and modifiedto modify the Budget, Payment, and Services paragraphs in Exhibit A of the AgreementContract; and~~

~~_____WHEREAS, on or about December 1, 2019, ADMINISTRATOR intendsthe Parties executed Amendment No. 2 to modify the Standard language paragraphs of the AgreementContract due to required regulatory language and changes needed for the term of the Agreement;Contract and~~

~~WHEREAS, on or about December 1, 2019, ADMINISTRATOR intends to modify the Budget, Payment, and Services paragraphs in Exhibit A of the AgreementContract; and~~

~~WHEREAS, on June 1, 2020, the Parties executed Amendment No. 3 to modify the Budget paragraph in Exhibit A of the Contract; and~~

~~WHEREAS, the changes are indicated in Parties now desire to enter into this Amendment No. 4 to increase the AgreementPeriod Two Amount Not to Exceed and the Exhibit A ofPeriod Three Amount Not to Exceed and to modify the Agreement, as set forth hereinBudget, Payment, and Staffing paragraphs in Exhibit A of the Contract; and~~

~~WHEREAS, all the changes, as set forth herein, do not alter the scope and services required to be provided by the CONTRACTOR and do not materially affect the Parties' original agreements;~~

~~WHEREAS, CONTRACTOR is agreeable to the changes and desires to continue to provide services pursuant to terms and conditions of the original Agreement, as modified herein, and scopeNOW THEREFORE, Contractor and County agree to amend the Contract as follows:~~

- ~~1. Effective April 1, 2021, the Period Two Amount Not to Exceed is increased by \$799,017 from \$4,049,584 to \$4,848,601 and the Period Three Amount Not to Exceed is increased by \$1,365,110 from \$4,049,584 to \$5,414,694, for a revised cumulative total amount not to exceed \$15,510,032.~~

~~Page 4, Referenced Contract Provisions, lines 3 through 20 of work for the provision of Crisis Stabilization Services;~~

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

~~3.2. The Agreement and Exhibits the Contract are deleted in their entirety and replaced with the following:~~

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REFERENCED CONTRACT PROVISIONS

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Term: July 1, 2019 through June 30, 2022

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

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

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

Maximum Obligation:

Amount Not To Exceed:

Period One ~~Maximum Obligation: \$~~ Amount Not To Exceed:
5,246,737

Period Two ~~Maximum Obligation: \$~~ Amount Not To Exceed:
4,049,584 484,601

Period Three ~~Maximum Obligation: \$~~ 4,049,584 Amount Not To Exceed:
5,414,694

TOTAL ~~MAXIMUM OBLIGATION: \$~~ 13,345,905 AMOUNT NOT TO EXCEED:
\$15,510,032

Start-up Costs:

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Payment

Crisis Stabilization Services:

Basis for Reimbursement: Fee-For-Service (Effective July 1, 2019 through March 31, 2021)

Basis for Reimbursement: Actual Costs (Effective April 1, 2021 through June 30, 2022)

Payment Method: Monthly in Arrears"

~~CONTRACTOR DUNS Number: 81-3812632~~

~~CONTRACTOR TAX ID Number: 83-1565323~~

1 ~~Notices to COUNTY and CONTRACTOR:~~

2 ~~COUNTY: County Exhibit A, Paragraph II. Budget, subparagraph A of Orange~~
3 ~~Health Care Agency~~
4 ~~the Contract Services~~
5 ~~405 West 5th Street, Suite 600~~
6 ~~Santa Ana, CA 92701-4637~~

7 ~~CONTRACTOR: CSU, LLC, dba College Hospital Crisis Stabilization Unit~~
8 ~~301 Victoria Street~~
9 ~~Costa Mesa, CA 92627~~
10 ~~ATTN: Susan L. Taylor~~
11 ~~SusanT@chem.us~~

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I. ACRONYMS

~~3. _____ The is deleted in its entirety and replaced with the following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:~~

- ~~A. AES Advanced Encryption Standard~~
- ~~B. ARRA American Recovery and Reinvestment Act of 2009~~
- ~~C. CAP Corrective Action Plan~~
- ~~D. CCC California Civil Code~~
- ~~E. CCR California Code of Regulations~~
- ~~F. CFR Code of Federal Regulations~~
- ~~G. CEO County Executive Office~~
- ~~H. CFR Code of Federal Regulations~~
- ~~I. CHPP COUNTY HIPAA Policies and Procedures~~
- ~~J. CHHS California Health and Human Services Agency~~
- ~~K. CMPPA Computer Matching and Privacy Protection Act~~
- ~~L. COI Certificate of Insurance~~
- ~~M. DHCS California Department of Health Care Services~~
- ~~N. DRS Designated Record Set~~
- ~~O. E Mail Electronic Mail~~
- ~~P. EHR Electronic Health Records~~
- ~~Q. Ephi Electronic Protected Health Information~~
- ~~R. EPSDT Early and Periodic Screening, Diagnosis, and Treatment~~
- ~~S. FFS Fee For service~~
- ~~T. FIPS Federal Information Processing Standards~~
- ~~U. FTE Full Time Equivalents~~
- ~~V. GAAP Generally Accepted Accounting Principles~~
- ~~W. HCA County of Orange Health Care Agency~~
- ~~X. HHS Health and Human Services~~
- ~~Y. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104 191~~
- ~~Z. HITECH Act Health Information Technology for Economic and Clinical Health Act, Public Law 111 005~~
- ~~AA. HSC California Health and Safety Code~~
- ~~AB. IEA Information Exchange Agreement~~
- ~~AC. IRIS Integrated Records and Information System~~
- ~~AD. ISO Insurance Services Office~~
- ~~AE. LPS Lanterman/Petris/Short (Act)~~
- ~~AF. MHP Mental Health Plan~~

1	AG. MHIS	Mental Health Inpatient Services
2	AH. NIST	National Institute of Standards and Technology
3	AI. NPI	National Provider Identifier
4	AJ. NPP	Notice of Privacy Practices
5	AK. NPI	National Provider Identifier
6	AL. OIG	Office of Inspector General
7	AM. OMB	Office of Management and Budget
8	AN. OPM	Federal Office of Personnel Management
9	AO. P&P	Policy and Procedure
10	AP. PC	California Penal Code
11	AQ. PHI	Protected Health Information
12	AR. PH	Personally Identifiable Information
13	AS. PRA	California Public Records Act
14	AT. SIR	Self-Insured Retention
15	AU. SNF	Skilled Nursing Facility
16	AV. SSA	Social Services Agency
17	AW. STP	Special Treatment Program
18	AX. TBS	Therapeutic Behavioral Services
19	AY. TRC	Therapeutic Residential Center
20	AZ. UMDAP	Uniform Method of Determining Ability to Pay
21	BA. UOS	Unit of Service
22	BB. USC	United States Code
23	BC. WIC	State of California Welfare and Institutions Code

~~II. ALTERATION OF TERMS~~

~~A. This Agreement, together with Exhibit(s) "A, B, and C, attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.~~

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

~~III. ASSIGNMENT OF DEBTS~~

~~Unless this Agreement is followed without interruption by another Agreement between the Parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons~~

1 ~~receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of~~
 2 ~~the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the~~
 3 ~~address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of~~
 4 ~~said persons, shall be immediately given to COUNTY.~~

5 ~~IV. COMPLIANCE~~

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

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

12 ~~2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own~~
 13 ~~compliance program, code of conduct and any compliance related policies and procedures.~~
 14 ~~CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be~~
 15 ~~verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements~~
 16 ~~by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this~~
 17 ~~Agreement. These elements include:~~

18 ~~a. Designation of a Compliance Officer and/or compliance staff.~~

19 ~~b. Written standards, policies and/or procedures.~~

20 ~~c. Compliance related training and/or education program and proof of completion.~~

21 ~~d. Communication methods for reporting concerns to the Compliance Officer.~~

22 ~~e. Methodology for conducting internal monitoring and auditing.~~

23 ~~f. Methodology for detecting and correcting offenses.~~

24 ~~g. Methodology/Procedure for enforcing disciplinary standards.~~

25 ~~3. If CONTRACTOR does not provide proof of its own compliance program to~~
 26 ~~ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance~~
 27 ~~Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty~~
 28 ~~(30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will~~
 29 ~~internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.~~
 30 ~~CONTRACTOR shall have as many Covered Individuals it determines necessary complete~~
 31 ~~ADMINISTRATOR's annual compliance training to ensure proper compliance.~~

32 ~~4. If CONTRACTOR elects to have its own compliance program, code of conduct and any~~
 33 ~~Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR~~
 34 ~~shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures~~
 35 ~~to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.~~
 36 ~~ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable~~

1 ~~time, which shall not exceed forty five (45) calendar days, and determine if contractor's proposed~~
 2 ~~compliance program and code of conduct contain all required elements to the ADMINISTRATOR's~~
 3 ~~satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.~~
 4 ~~ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and~~
 5 ~~CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's~~
 6 ~~required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's~~
 7 ~~determination and resubmit the same for review by the ADMINISTRATOR.~~

8 ~~5. Upon written confirmation from ADMINISTRATOR's compliance officer that the~~
 9 ~~CONTRACTOR's compliance program, code of conduct and any compliance related policies and~~
 10 ~~procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals~~
 11 ~~relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,~~
 12 ~~related policies and procedures and contact information for the ADMINISTRATOR's Compliance~~
 13 ~~Program.~~

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

21 ~~1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,~~
 22 ~~interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items~~
 23 ~~or services or who perform billing or coding functions on behalf of ADMINISTRATOR.~~
 24 ~~CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of~~
 25 ~~ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or~~
 26 ~~CONTRACTOR's own compliance program, code of conduct and related policies and procedures if~~
 27 ~~CONTRACTOR has elected to use its own).~~

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

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

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

34 ~~3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.~~
 35 ~~CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this~~
 36 ~~Agreement.~~

37 ~~#~~

~~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 Agreement 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 Agreement.~~

~~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 Agreement. 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~~

1 ~~CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,~~
 2 ~~CONTRACTOR shall provide copies of the certifications.~~

3 ~~— D. SPECIALIZED PROVIDER TRAINING— ADMINISTRATOR shall make Specialized Provider~~
 4 ~~Training, where appropriate, available to Covered Individuals.~~

5 ~~1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered~~
 6 ~~Individuals relative to this Agreement. This includes compliance with federal and state healthcare~~
 7 ~~program regulations and procedures or instructions otherwise communicated by regulatory agencies;~~
 8 ~~including the Centers for Medicare and Medicaid Services or their agents.~~

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

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

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

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

18 ~~— E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

19 ~~1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care~~
 20 ~~claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner~~
 21 ~~and are consistent with federal, state and county laws and regulations. This includes compliance with~~
 22 ~~federal and state health care program regulations and procedures or instructions otherwise~~
 23 ~~communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their~~
 24 ~~agents.~~

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

27 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~
 28 ~~fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which~~
 29 ~~accurately describes the services provided and must ensure compliance with all billing and documentation~~
 30 ~~requirements.~~

31 ~~4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in~~
 32 ~~coding of claims and billing, if and when, any such problems or errors are identified.~~

33 ~~5. CONTRACTOR shall promptly return any overpayments within forty five (45) business~~
 34 ~~days after the overpayment is verified by the ADMINISTRATOR.~~

35 ~~6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and~~
 36 ~~participate in the quality improvement activities developed in the implementation of the Quality~~
 37 ~~Management Program.~~

38 ~~7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural~~

1 ~~Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural~~
 2 ~~Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,~~
 3 ~~§1810.410.subds. (e)–(d).~~

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

10 **V. CONFIDENTIALITY**

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

14 ~~—— 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement~~
 15 ~~are clients of the Orange County Mental Health services system, and therefore it may be necessary for~~
 16 ~~authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific~~
 17 ~~clients with COUNTY or other providers of related services contracting with COUNTY.~~

18 ~~—— 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written~~
 19 ~~consents for the release of information from all persons served by CONTRACTOR pursuant to this~~
 20 ~~Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,~~
 21 ~~Part 2.6, relating to confidentiality of medical information.~~

22 ~~—— 3. In the event of a collaborative service agreement between Mental Health services providers,~~
 23 ~~CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,~~
 24 ~~from the collaborative agency, for clients receiving services through the collaborative agreement.~~

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

32 **VI. CONFLICT OF INTEREST**

33 ~~— CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that~~
 34 ~~could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall~~
 35 ~~apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods~~

1 and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited
 2 to establishing rules and procedures preventing its employees, agents, and subcontractors from providing
 3 or offering gifts, entertainment, payments, loans or other considerations which could be deemed to
 4 influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

5 VII. COST REPORT

6 ~~_____ A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for~~
 7 ~~Period One, Period Two, and Period Three, or for a portion thereof, to COUNTY no later than sixty (60)~~
 8 ~~calendar days following the period for which they are prepared or termination of this Agreement. _____~~
 9 ~~CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all~~
 10 ~~applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this~~
 11 ~~Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost~~
 12 ~~centers, services, and funding sources in accordance with such requirements and consistent with prudent~~
 13 ~~business practice, which costs and allocations shall be supported by source documentation maintained~~
 14 ~~by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event~~
 15 ~~CONTRACTOR has multiple Agreements for mental health services that are administered by HGA,~~
 16 ~~consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as~~
 17 ~~stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY~~
 18 ~~no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports~~
 19 ~~to be incorporated into a consolidated Cost Report.~~

20 ~~_____ 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated~~
 21 ~~Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to~~
 22 ~~impose one or both of the following:~~

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

28 ~~_____ b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~
 29 ~~pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the~~
 30 ~~accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.~~

31 ~~#~~

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

36 ~~_____ 3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or~~
 37 ~~consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of~~
 38 ~~this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other~~
 39 ~~services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the~~
 40 ~~Agreement shall be immediately reimbursed to COUNTY.~~

~~1 — B. The individual and/or consolidated Cost Report shall be the final financial and statistical report
2 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
3 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
4 or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost
5 Report shall be the final financial record for subsequent audits, if any.~~

~~6 — C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
7 applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
8 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
9 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
10 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
11 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
12 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
13 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
14 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

~~15 — D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
16 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than
17 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the
18 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment,
19 with the submission of the individual and/or consolidated Cost Report. If such reimbursement is not made
20 by CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated
21 Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR
22 by an amount not to exceed the reimbursement due COUNTY.~~

~~23 — E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
24 services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than
25 the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR in
26 accordance with the difference, provided such payment does not exceed the Maximum Obligation of
27 COUNTY.~~

~~#~~

~~— F. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance
(SMA) rates per Medi Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to
CONTRACTOR.~~

~~— G. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
the Budget Payments Paragraph of in this Exhibit A to this Agreement, CONTRACTOR shall specify in
the individual and/or consolidated Cost Report the services rendered with such revenues.~~

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

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

~~_____ Signed _____~~

~~_____ Name _____~~

~~_____ Title _____~~

~~_____ Date _____"~~

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

~~_____ A. CONTRACTOR certifies that it and its principals:~~

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

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

~~_____ 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.~~

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

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

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

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

~~**IX. 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 Agreement, and COUNTY agrees to an assignment of the Agreement, 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 Agreement 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,~~

1 ~~CONTRACTOR shall provide written notification within thirty (30) calendar days to~~
 2 ~~ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any~~
 3 ~~governing body of CONTRACTOR at one time.~~

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

7 ~~C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by~~
 8 ~~means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,~~
 9 ~~meet the requirements of this Agreement as they relate to the service or activity under subcontract, include~~
 10 ~~any provisions that ADMINISTRATOR may require, and are authorized in writing by~~
 11 ~~ADMINISTRATOR prior to the beginning of service delivery.~~

12 ~~1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the~~
 13 ~~subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor~~
 14 ~~subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR~~
 15 ~~has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.~~

16 ~~2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY~~
 17 ~~pursuant to this Agreement.~~

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

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

23 ~~D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status~~
 24 ~~with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is~~
 25 ~~also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation~~
 26 ~~against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance~~
 27 ~~under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that~~
 28 ~~may arise prior to or during the period of Agreement performance. While CONTRACTOR will be~~
 29 ~~required to provide this information without prompting from COUNTY any time there is a change in~~
 30 ~~CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an~~
 31 ~~update to COUNTY of its status in these areas whenever requested by COUNTY.~~

X. DISPUTE RESOLUTION

32 ~~A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the~~
 33 ~~dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a~~
 34 ~~reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be~~
 35 ~~brought to the attention of the COUNTY Purchasing Agency by way of the following process:~~

1 ~~1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a~~
 2 ~~final decision regarding the disposition of any dispute between the Parties arising under, related to, or~~
 3 ~~involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final~~
 4 ~~decision.~~

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

10 ~~B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement,~~
 11 ~~CONTRACTOR agrees to proceed diligently with the performance of services secured via this~~
 12 ~~Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to~~
 13 ~~proceed diligently shall be considered a material breach of this Agreement.~~

14 ~~C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall~~
 15 ~~be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision~~
 16 ~~within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final~~
 17 ~~decision adverse to CONTRACTOR's contentions.~~

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

18 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

26 **XII. EQUIPMENT**

27 ~~A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all~~

1 ~~property of a Relatively Permanent nature with significant value, purchased in whole or in part by~~
2 ~~ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively~~
3 ~~Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or~~
4 ~~over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital~~
5 ~~Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other~~
6 ~~taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or~~
7 ~~PHI, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones,~~
8 ~~tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment~~
9 ~~purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according~~
10 ~~to GAAP.~~

11 ~~— B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any~~
12 ~~Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR~~
13 ~~shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting~~
14 ~~documentation, which includes delivery date, unit price, tax, shipping and serial numbers.~~
15 ~~CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased~~
16 ~~asset in an Equipment inventory.~~

17 ~~— C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY~~
18 ~~the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to~~
19 ~~Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.~~
20 ~~Title of expensed Equipment shall be vested with COUNTY.~~

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

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

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

33 ~~— G. Unless this Agreement is followed without interruption by another agreement between the Parties~~
34 ~~for substantially the same type and scope of services, at the termination of this Agreement for any cause,~~
35 ~~CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this~~
36 ~~Agreement.~~

37 ~~— H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper~~

1 ~~use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.~~

2 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

8 ~~— B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies~~
 9 ~~as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the~~
 10 ~~appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation~~
 11 ~~for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate~~
 12 ~~to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing,~~
 13 ~~facilities or supplies.~~

14 **XIV. INDEMNIFICATION AND INSURANCE**

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

25 ~~— B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all~~
 26 ~~required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary~~
 27 ~~to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.~~
 28 ~~CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on~~
 29 ~~deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors~~
 30 ~~performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject~~
 31 ~~to the same terms and conditions as set forth herein for CONTRACTOR.~~

32 ~~— C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~
 33 ~~CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an~~
 34 ~~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 Agreement. 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 Agreement for inspection by COUNTY representative(s) at any reasonable time.~~

~~D. 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 Agreement, agrees to all of the following:~~

~~1. In addition to the duty to indemnify and hold the 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 Agreement, CONTRACTOR shall defend the 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 the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.~~

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

~~F. QUALIFIED INSURER~~

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence

1		\$2,000,000 aggregate
2		
3	Automobile Liability including coverage	\$1,000,000 per occurrence
4	for owned, non-owned and hired vehicles	
5		
6	Workers' Compensation	Statutory
7		
8	Employers' Liability Insurance	\$1,000,000 per occurrence
9		
10	Network Security & Privacy Liability	\$1,000,000 per claims made
11		
12	Professional Liability Insurance	\$1,000,000 per claims made
13		\$3,000,000 aggregate
14	Sexual Misconduct Liability	\$1,000,000 per occurrence

~~H. REQUIRED COVERAGE FORMS~~

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

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

~~I. REQUIRED ENDORSEMENTS~~

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

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

~~b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the 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:~~

~~1 a. An Additional Insured endorsement naming the *County of Orange, its elected and*
2 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.~~

~~3 b. A primary and non-contributing endorsement evidencing that the Contractor's insurance
4 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
non-contributing.~~

~~5 J. All insurance policies required by this Agreement shall waive all rights of subrogation against
6 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
within the scope of their appointment or employment.~~

~~7 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
8 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***
9 ***WRITTEN AGREEMENT.***~~

~~10 L. All insurance policies required by this Agreement shall waive all rights of subrogation against
11 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
within the scope of their appointment or employment.~~

~~12 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
13 cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation
14 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
15 Agreement.~~

~~16 N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
17 Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain
coverage for two (2) years following the completion of the Agreement.~~

~~18 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).~~

~~19 P. Insurance certificates should be forwarded to the agency/department address listed on the
20 solicitation.~~

~~21 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
22 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
made to the next qualified vendor.~~

~~23 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
24 of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in
insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect
25 COUNTY.~~

~~26 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
27 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~~

1 ~~Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled~~
2 ~~to all legal remedies.~~

3 ~~— T. The procuring of such required policy or policies of insurance shall not be construed to limit~~
4 ~~CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this~~
5 ~~Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.~~

6 ~~— U. SUBMISSION OF INSURANCE DOCUMENTS~~

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

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

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

10 ~~c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding~~
11 ~~changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.~~

12 ~~2. The COI and endorsements shall be provided to the COUNTY at the address as specified in~~
13 ~~the Referenced Contract Provisions of this Agreement.~~

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

17 ~~a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~
18 ~~pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the~~
19 ~~required COI and endorsements that meet the insurance provisions stipulated in this Agreement are~~
20 ~~submitted to ADMINISTRATOR.~~

21 ~~b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late~~
22 ~~COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and~~
23 ~~CONTRACTOR, until such time that the required COI and endorsements that meet the insurance~~
24 ~~provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~

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

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

30 **XV. INSPECTIONS AND AUDITS**

31 ~~— A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative~~
32 ~~of the State of California, the Secretary of the United States Department of Health and Human Services,~~
33 ~~the Comptroller General of the United States, or any other of their authorized representatives, shall to the~~
34 ~~extent permissible under applicable law have access to any books, documents, and records, including but~~
35 ~~not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client~~
36 ~~records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding~~

1 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
 2 transcripts during the periods of retention set forth in the Records Management and Maintenance
 3 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the
 4 services provided pursuant to this Agreement, and the premises in which they are provided.

5 ~~— B. CONTRACTOR shall actively participate and cooperate with any person specified in~~
 6 ~~Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this~~
 7 ~~Agreement, and shall provide the above mentioned persons adequate office space to conduct such~~
 8 ~~evaluation or monitoring.~~

9 ~~— C. AUDIT RESPONSE~~

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

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

22 ~~— D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual~~
 23 ~~Single Audit as required by 31 USC 7501—7507, as well as its implementing regulations under 2 CFR~~
 24 ~~Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal~~
 25 ~~Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)~~
 26 ~~calendar days of receipt.~~

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

XVI. LICENSES AND LAWS

~~— A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout~~
 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,
 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
 regulations and requirements of the United States, the State of California, COUNTY, and all other
 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and

1 ~~in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,~~
 2 ~~permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be~~
 3 ~~cause for termination of this Agreement.~~

4 ~~— B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

11 ~~2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of~~
 12 ~~the award of this Agreement:~~

13 ~~a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security~~
 14 ~~number, and residence address;~~

15 ~~b. In the case of a CONTRACTOR doing business in a form other than as an individual,~~
 16 ~~the name, date of birth, social security number, and residence address of each individual who owns an~~
 17 ~~interest of ten percent (10%) or more in the contracting entity;~~

18 ~~3. It is expressly understood that this data will be transmitted to governmental agencies charged~~
 19 ~~with the establishment and enforcement of child support orders, or as permitted by federal and/or state~~
 20 ~~statute.~~

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

24 ~~1. ARRA of 2009.~~

25 ~~2. Trafficking Victims Protection Act of 2000.~~

26 ~~3. Title 22, CCR, §51009, Confidentiality of Records.~~

27 ~~4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.~~

~~5. Federal Medicare Cost reimbursement principles and cost reporting standards.~~

~~6. State of California Health and Human Services Agency, Department of Health Care Services,~~
~~MHSD, Medi-Cal Billing Manual, October 2013.~~

~~7. Orange County Medi-Cal Mental Health Managed Care Plan.~~

~~8. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case~~
~~Management.~~

~~9. 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.~~

~~10. WIC, Division 5, Community Mental Health Services.~~

- ~~11. WIC, Division 6, Admissions and Judicial Commitments.~~
 - ~~12. WIC, Division 7, Mental Institutions.~~
 - ~~13. HSC, §§1250 et seq., Health Facilities.~~
 - ~~14. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~
 - ~~15. CCR, Title 9, Rehabilitative and Developmental Services.~~
 - ~~16. CCR, Title 17, Public Health.~~
 - ~~17. CCR, Title 22, Social Security.~~
 - ~~18. CFR, Title 42, Public Health.~~
 - ~~19. CFR, Title 45, Public Welfare.~~
 - ~~20. USC Title 42, Public Health and Welfare.~~
 - ~~21. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.~~
 - ~~22. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.~~
 - ~~23. 42 USC §1857, et seq., Clean Air Act.~~
 - ~~24. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
 - ~~25. 31 USC 7501.70, Federal Single Audit Act of 1984.~~
 - ~~26. Policies and procedures set forth in Mental Health Services Act.~~
 - ~~27. Policies and procedures set forth in DHCS Letters.~~
 - ~~28. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
 - ~~29. 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.~~
- ~~D. 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 Agreement.~~
- ~~E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or waivers to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.~~

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

- ~~A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.~~
- ~~B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.~~
- ~~C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly~~

1 ~~available social media sites) in support of the services described within this Agreement, CONTRACTOR~~
 2 ~~shall develop social media policies and procedures and have them available to ADMINISTRATOR upon~~
 3 ~~reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used~~
 4 ~~to either directly or indirectly support the services described within this Agreement. CONTRACTOR~~
 5 ~~shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media~~
 6 ~~developed in support of the services described within this Agreement. CONTRACTOR shall also~~
 7 ~~include any required funding statement information on social media when required by~~
 8 ~~ADMINISTRATOR.~~

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

11 ~~**XVIII. MAXIMUM OBLIGATION**~~

12 ~~— A. The Total Maximum Obligation of COUNTY for services provided in accordance with this~~
 13 ~~Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified~~
 14 ~~in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.~~

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

17 ~~**XIX. MINIMUM WAGE LAWS**~~

18 ~~— A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and~~
 19 ~~State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal~~
 20 ~~or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to~~
 21 ~~this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its~~
 22 ~~contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR~~
 23 ~~also pay their employees no less than the greater of the federal or California Minimum Wage.~~

24 ~~— B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and~~
 25 ~~State of California laws for minimum wage, overtime pay, record keeping, and child labor standards~~
 26 ~~pursuant to providing services pursuant to this Agreement.~~

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

31 ~~**XX. NONDISCRIMINATION**~~

32 ~~— A. EMPLOYMENT~~

33 ~~— 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined~~
 34 ~~in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any employee~~

1 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
 2 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 3 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
 4 during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
 5 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
 6 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
 7 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
 8 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

25 ~~6. Each labor union or representative of workers with which CONTRACTOR and/or~~
 26 ~~subcontractor has a collective bargaining agreement or other contract or understanding must post a notice~~
 27 ~~advising the labor union or workers' representative of the commitments under this Nondiscrimination~~
 28 ~~Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants~~
 29 ~~for employment.~~

30 ~~B. SERVICES, BENEFITS AND FACILITIES—CONTRACTOR and/or subcontractor shall not~~
 31 ~~discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities~~
 32 ~~on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,~~
 33 ~~medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,~~
 34 ~~age, sexual orientation, or military and veteran status in accordance with Title IX of the Education~~
 35 ~~Amendments of 1972 as they relate to 20 USC §1681—§1688; Title VI of the Civil Rights Act of 1964~~
 36 ~~(42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,~~
 37 ~~Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of~~

1 ~~2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated~~
 2 ~~pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be~~
 3 ~~hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination~~
 4 ~~includes, but is not limited to the following based on one or more of the factors identified above:~~

5 ~~1. Denying a Client or potential Client any service, benefit, or accommodation.~~

6 ~~2. Providing any service or benefit to a Client which is different or is provided in a different~~
 7 ~~manner or at a different time from that provided to other Clients.~~

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

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

13 ~~5. Assignment of times or places for the provision of services.~~

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

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

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

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

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

30 ~~D. PERSONS WITH DISABILITIES~~ CONTRACTOR and/or subcontractor agree to comply with
 31 ~~the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented~~
 32 ~~in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et~~
 33 ~~seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination~~
 34 ~~against qualified persons with disabilities in all programs or activities, and if applicable, as implemented~~
 35 ~~in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding~~
 36 ~~legislation.~~

37 ~~E. RETALIATION~~ Neither CONTRACTOR nor subcontractor, nor its employees or agents shall

~~intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.~~

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

XXI. NOTICES

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

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

~~2. When faxed, transmission confirmed;~~

~~3. When sent by Email; or~~

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

~~— B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United 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 Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.~~

XXII. NOTIFICATION OF DEATH

~~— A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.~~

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

~~1. TELEPHONE NOTIFICATION — CONTRACTOR shall notify ADMINISTRATOR by~~

1 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
2 pursuant to this Agreement; notice need only be given during normal business hours.

3 ~~2. WRITTEN NOTIFICATION~~

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

7 ~~b. TERMINAL ILLNESS—CONTRACTOR shall notify ADMINISTRATOR by written~~
8 ~~report hand delivered, faxed, sent via encrypted email, within forty eight (48) hours of becoming aware~~
9 ~~of the death due to terminal illness of any person served pursuant to this Agreement.~~

10 ~~c. When notification via encrypted email is not possible or practical CONTRACTOR may~~
11 ~~hand deliver or fax to a known number said notification.~~

12 ~~C. If there are any questions regarding the cause of death of any person served pursuant to this~~
13 ~~Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related~~
14 ~~to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this~~
15 ~~Notification of Death Paragraph.~~

16 ~~**XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**~~

17 ~~A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole~~
18 ~~or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients~~
19 ~~or occur in the normal course of business.~~

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

24 ~~**XXIV. PATIENT'S RIGHTS**~~

25 ~~A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights~~
26 ~~poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations~~
27 ~~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 an~~
internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.

~~1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'~~
rights, and/or utilization management guidelines and procedures. The patient 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 Agreement shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.~~

XXV. RECORDS MANAGEMENT AND MAINTENANCE

~~A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement 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 Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.~~

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

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

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

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

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

~~D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the~~

1 ~~termination of the contract, unless a longer period is required due to legal proceedings such as litigations~~
2 ~~and/or settlement of claims.~~

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

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

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

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

17 ~~1. The medical records and billing records about individuals maintained by or for a covered~~
18 ~~health care provider;~~

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

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

22 ~~— I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance~~
23 ~~with the terms of this Agreement and common business practices. If documentation is retained~~
24 ~~electronically, CONTRACTOR shall, in the event of an audit or site visit:~~

25 ~~1. Have documents readily available within twenty four (24) hour notice of a scheduled audit~~
26 ~~or site visit.~~

27 ~~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.~~

~~— L. CONTRACTOR shall make records pertaining to the costs of services, patient fees, charges,~~

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

2 **XXVI. RESEARCH AND PUBLICATION**

3 ~~— A. CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out~~
4 ~~of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for~~
5 ~~publication.~~

6 **XXVII. REVENUE**

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

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

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

23 ~~— D. OTHER REVENUES — CONTRACTOR shall charge for services, supplies, or facility use by~~
24 ~~persons other than individuals or groups eligible for services pursuant to this Agreement.~~

25 **XXVIII. SEVERABILITY**

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

31 **XXIX. SPECIAL PROVISIONS**

32 ~~— A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following~~
33 ~~purposes:~~

- 34 ~~1. Making cash payments to intended recipients of services through this Agreement.~~

~~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.~~

~~10. Supplanting current funding for existing services.~~

~~B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement 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 Agreement.~~

~~5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.~~

~~6. Providing inpatient hospital services or purchasing major medical equipment.~~

~~7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~

~~8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Clients.~~

XXX. STATUS OF CONTRACTOR

~~CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be~~

1 wholly responsible for the manner in which it performs the services required of it by the terms of this
 2 Agreement. ~~CONTRACTOR is entirely responsible for compensating staff, subcontractors, and~~
 3 ~~consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the~~
 4 ~~relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR~~
 5 ~~or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.~~
 6 ~~CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,~~
 7 ~~volunteers, interns, or subcontractors as they relate to the services to be provided during the course and~~
 8 ~~scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or~~
 9 ~~subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be~~
 10 ~~considered in any manner to be COUNTY's employees.~~

9 ~~XXXI. TERM~~

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

16 ~~— B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend~~
 17 ~~or holiday may be performed on the next regular business day.~~

16 ~~XXXII. TERMINATION~~

17 ~~— A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days'~~
 18 ~~written notice given the other party.~~

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

25 ~~— C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of~~
 26 ~~any of the following events:~~

- 27 ~~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~~

1 ~~required pursuant to this Agreement.~~

2 ~~5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this~~
 3 ~~Agreement.~~

4 ~~6. The continued incapacity of any physician or licensed person to perform duties required~~
 5 ~~pursuant to this Agreement.~~

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

10 ~~D. CONTINGENT FUNDING~~

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

12 ~~a. The continued availability of federal, state and county funds for reimbursement of~~
 13 ~~COUNTY's expenditures, and~~

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

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

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

24 ~~F. In the event this Agreement is terminated CONTRACTOR shall do the following:~~

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

27 ~~2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract~~
 28 ~~performance during the remaining contract term.~~

29 ~~3. Until the date of termination, continue to provide the same level of service required by this~~
 30 ~~Agreement.~~

31 ~~4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,~~
 32 ~~upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an~~
 33 ~~orderly transfer.~~

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

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

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

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

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

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

16 **XXXIII. THIRD PARTY BENEFICIARY**

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

20 **XXXIV. WAIVER OF DEFAULT OR BREACH**

21 ~~Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any~~
22 ~~subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this~~
23 ~~Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any~~
24 ~~default or any breach by CONTRACTOR shall not be considered a modification of the terms of this~~
25 ~~Agreement.~~

26 ~~In all other respects, the term of the underlying Agreement, not specifically changed by this Second~~
27 ~~Amendment, shall remain in full force and are incorporated by reference herein.~~

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~~IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement, in the County of Orange, State of California.~~

~~CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT~~

~~BY: _____ DATED: _____~~

~~TITLE: _____~~

~~COUNTY OF ORANGE~~

~~BY: _____ DATED: _____~~

~~HEALTH CARE AGENCY~~

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

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EXHIBIT A

~~SECOND AMENDMENT FOR PROVISION OF~~

~~CRISIS STABILIZATION SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT~~

~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

~~I. COMMON TERMS AND DEFINITIONS~~

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

~~1. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services, provided to individuals seen in County and County contracted services, into IRIS.~~

~~2. CAT means Crisis Assessment Team which provides twenty four (24) hour mobile response services to anyone who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides linkage, follow ups for individuals evaluated. There are separate adult and youth CATs.~~

~~3. Client or Individual means a person who is referred or enrolled, for services under the Agreement who is living with mental, emotional, or behavioral disorders.~~

~~4. 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.~~

~~5. Diagnosis means identifying the nature of a disorder. When formulating a Diagnosis(es), CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association and/or ICD-10. ICD10 diagnoses will be recorded on all IRIS documents, as appropriate.~~

~~6. 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.~~

~~7. Face to Face means an encounter between the individual/parent/guardian and provider where~~

1 they are both physically present. This does not include contact by phone, email, etc., except for Tele
2 psychiatry provided in a manner that meets COUNTY protocols.

3 ~~8. Head of Service means an individual ultimately responsible for overseeing the program and
is required to be licensed as a mental health professional.~~

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

8 ~~10. Lanterman Petris Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides
9 guidelines for handling involuntary civil commitment to a mental health institution in the State of
California.~~

10 ~~11. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
11 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 has not been suspended
12 or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.~~

13 ~~12. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the
14 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
Chapter 14 of the California Business and Professions Code, who can provide clinical services to
15 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
Also, it is preferred that the individual has at least one (1) year of experience treating TAY.~~

16 ~~13. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
17 the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions
of Chapter 16 of the California Business and Professions Code, who can provide clinical service to
18 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
Also, it is preferred that the individual has at least one (1) year of experience treating TAY.~~

19 ~~14. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
20 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
21 services to individuals they serve. The license must be current and in force, and has not been suspended
or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.~~

22 ~~15. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6
23 of the California Business and Professions Code, who can provide clinical services to individuals they
24 serve. The license must be current and in force, and has not been suspended or revoked. Also, it is
25 preferred that the individual has at least one (1) year of experience treating TAY.~~

26 ~~16. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of
27 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 has not been suspended or revoked.~~

1 ~~Also, it is preferred that the individual has at least one (1) year of experience treating TAY.~~

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

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

7 ~~19. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined~~
 8 ~~in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health~~
 9 ~~Services.~~

10 ~~20. The Mental Health Services Act (MHSA) is a voter approved initiative to develop a~~
 11 ~~comprehensive approach to providing community-based mental health services and supports for~~
 12 ~~California residents. It is also known as "Proposition 63."~~

13 ~~21. National Provider Identifier (NPI) means the standard unique health identifier that was~~
 14 ~~adopted by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered~~
 15 ~~healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in~~
 16 ~~HIPAA standard transactions. The NPI is assigned for life.~~

17 ~~22. Milestones of Recovery Scale (MORS) refers to a Recovery scale that the COUNTY uses in~~
 18 ~~Adult Mental Health programs. The scale assigns Consumers to their appropriate level of care and~~
 19 ~~replaces diagnostic and acuity of illness based tools.~~

20 ~~23. Notice of Action A (NOA A) means a Medi-Cal requirement that informs the beneficiary~~
 21 ~~that she/he is not entitled to any specialty mental health service. The COUNTY has expanded the~~
 22 ~~requirement for an NOA A to all beneficiaries requesting an Assessment for services and found not to~~
 23 ~~meet the Medical Necessity criteria for specialty Mental Health Services.~~

24 ~~24. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and~~
 25 ~~disclosures of their PHI. The NPP may be made by, or on behalf of, the health plan or health care provider~~
 26 ~~as set forth in HIPAA.~~

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

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

35 ~~27. Program Director means an individual who is responsible for all aspects of administration~~
 36 ~~and clinical operations of the behavioral health program, including development and adherence to the~~
 37 ~~annual budget. This individual will also be responsible for the following: hiring, development and~~

1 performance management of professional and support staff, and ensuring mental health treatment services
2 are provided in concert with COUNTY and state rules and regulations.

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

9 ~~29. Psychiatrist means an individual who meets the minimum professional and licensure
10 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience
11 treating children and TAY.~~

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

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

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

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

~~34. Serious Mental Impairment (SMI) 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.~~

~~35. 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.~~

~~36. Token means the security device which allows an individual user to access the COUNTY's computer based IRIS.~~

~~37. 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 the COUNTY mental health system and is set by the State of California.~~

~~38. Unit of Service (UOS) means one (1) hour during which services are provided to an individual pursuant to the Agreement. Each one (1) hour block that the individual receives crisis stabilization services shall be claimed. Partial blocks of time shall be rounded up or down to the nearest one (1) hour increment except that services provided during the first hour shall always be rounded up.~~

~~39. Wellness Action & Recovery Plan (WRAP) refers to a self help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.~~

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

II. BUDGET

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
PROGRAM START-UP COSTS				
Facility and Technology (CFTN)	\$ 850,000	\$ 0.00	\$ 0.00	\$ 850,000
	<u>235,188.10</u>			<u>235,188.05</u>
Salaries and Benefits	<u>56,815</u>	0.00	0.00	<u>6,815</u>
	<u>485,234.171</u>			<u>485,234.171</u>
Operating Expenses	<u>.554</u>	<u>0.00</u>	<u>0.00</u>	<u>.554</u>
	<u>\$1,570,449</u>			<u>\$ 1,570,449</u>
TOTAL PROGRAM START-UP COSTS	<u>2,078,369</u>	\$ 0.00	\$ 0.00	<u>2,078,369</u>
<u>PROGRAM ADMINISTRATION</u>				
<u>Salaries and Benefits</u>	<u>0.00</u>	<u>\$ 19,663</u>	<u>\$ 78,650</u>	<u>\$ 98,313</u>
<u>Indirect</u>	<u>0.00</u>	<u>156,000</u>	<u>624,000</u>	<u>780,000</u>
<u>SUBTOTAL ADMINISTRATION</u>		<u>\$ 175,663</u>	<u>\$ 702,650</u>	<u>\$ 878,313</u>

1	<u>PROGRAM COSTS</u>				
2	<u>Salaries and Benefits</u>	<u>0.00</u>	<u>\$ 762,650</u>	<u>\$3,050,602</u>	<u>\$3,793,252</u>
3	<u>Services and Supplies</u>	<u>0.00</u>	<u>415,360</u>	<u>1,661,442</u>	<u>2,076,802</u>
4	<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$0.00</u>	<u>\$1,178,010</u>	<u>\$4,712,044</u>	<u>\$5,890,054</u>
5		<u>\$3,676,318</u>	<u>\$4,049,584</u>	<u>\$4,049,584</u>	<u>\$11,775,486</u>
6	FEE FOR SERVICE COSTS	<u>168,368</u>	<u>3,494,928</u>	<u>0.00</u>	<u>6,663,296</u>
7			<u>\$4,049,584</u>	<u>\$4,049,584</u>	<u>\$13,345,905</u>
8	TOTAL PROGRAM COSTS	\$5,246,737	<u>848,601</u>	<u>.414,694</u>	<u>15,510,032</u>
9			<u>\$4,049,584</u>	<u>\$4,049,584</u>	<u>\$13,345,905</u>
10	MHSA Funds	<u>\$5,246,737</u>	<u>848,601</u>	<u>.414,694</u>	<u>15,510,032</u>
11			<u>\$4,049,584</u>	<u>\$4,049,584</u>	<u>\$13,345,905</u>
12	TOTAL REVENUE	\$5,246,737	<u>848,601</u>	<u>.414,694</u>	<u>15,510,032</u>
13			<u>\$4,049,584</u>	<u>\$4,049,584</u>	<u>\$13,345,905</u>
14	TOTAL MAXIMUM OBLIGATION	\$5,246,737	<u>848,601</u>	<u>.414,694</u>	<u>15,510,032</u>

~~B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Exhibit A, Paragraph III. Payment, subparagraph B of this Exhibit A to the Agreement.~~

III. PAYMENTS

~~A. Start-up Costs:~~

~~1. COUNTY shall pay CONTRACTOR start-up costs monthly, in arrears, at the provisional amounts of \$261,737 per month, not to exceed the maximum start-up amount of \$1,570,419, as specified in the Budget paragraph in this Exhibit A in the Second Amendment of the Agreement. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at is deleted in its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.~~

~~2. CONTRACTOR shall submit with invoice to ADMINISTRATOR, the supporting documentation for all start-up purchases including, but not limited to, quotes; invoices; and/or packing~~

1 ~~slips. For start-up personnel costs, the supporting documentation shall include:~~

2 ~~_____ a. Staffing plan, including number of full time equivalent staff.~~

3 ~~_____ b. Job description or duty statement for each position, including minimum qualifications~~
 4 ~~and any licensing or certification preferred or required.~~

4 ~~_____ c. Documentation of salary or hourly wage rate, if applicable.~~

5 ~~_____ d. Documentation of employer's contribution of benefits.~~

6 ~~_____ e. Documentation that confirms salaries and benefits to be paid are consistent with the~~
 7 ~~CONTRACTOR's compensation policies.~~

8 ~~_____ 3. CONTRACTOR's start-up invoices shall be on a form approved or supplied by~~
 9 ~~ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are~~
 10 ~~due the tenth (10th) day of the month. Invoices received after the due date may not be paid within the~~
 11 ~~same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30)~~
 12 ~~calendar days after receipt of the correctly completed invoice. Failure to comply with any of the~~
 13 ~~provisions of the Agreement may result in ADMINISTRATOR delaying or withholding any payment to~~
 14 ~~CONTRACTOR.~~

15 ~~4. _____ 4. FINANCIAL RECORDS — CONTRACTOR shall prepare and maintain accurate and~~
 16 ~~complete financial records of its costs. Such records will reflect the actual start-up costs for which~~
 17 ~~payment is claimed and shall serve as the basis for reconciliation of the provisional payment in the~~
 18 ~~entirety and replaced with the following month-to-actual costs incurred for start-up and 3 months~~
 19 ~~operational costs.;~~

20 ~~“B. Crisis Stabilization Unit Services Costs:~~

21 1. ~~For all services~~ Fee for Services for the period of July 1, 2019 through March 31, 2021,
 22 provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the
 23 hourly rate established by the State for billable and compliant UOS for Medi-Cal recipients during the
 24 period the services were rendered. Reimbursement shall be made only for services provided to
 25 individuals who are certified by ADMINISTRATOR as eligible to receive services.

26 2 a. If the State ~~established~~ establishes a new hourly rate, then the new hourly rate will take
 27 effect on the State's activation date.

28 3 b. CONTRACTOR shall enter all services into the COUNTY's IRIS system, and this will
 29 serve as the basis for reconciliation of CONTRACTOR's invoices. CONTRACTOR shall identify
 30 services provided to individuals on a separate form that supports all invoices, service hours provided
 31 to individuals as referenced in the Services paragraph of ~~this Exhibit A in the Second Amendment~~
 32 to the Agreement.

33 4 c. Crisis Stabilization Fee for Service shall be reimbursed based on hours of time. The
 34 following requirements apply for claiming of services based on time:

35 ai. Each one (1)-hour block that the beneficiary receives crisis stabilization services
 36 shall be claimed.

37 ~~_____ bii.~~ Partial blocks of time shall be rounded up or down to the nearest one (1)-hour

1 increment except that services provided during the first hour shall always be rounded up.

2 ~~—eii.~~ Crisis Stabilization is not reimbursable on days when Psychiatric Inpatient Hospital
3 Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed,
4 except on the day of admission to those services.

5 - d. Crisis Stabilization is a blended service and no other specialty mental health services
6 are reimbursable during the same time period this service is reimbursed except as outlined above.

7 - e. The maximum number of hours claimable for Crisis Stabilization Fee for Service in
8 a twenty-four (24)-hour period is twenty (20) hours.

9 2. For Actual Costs Services for the period of April 1, 2021 through June 30, 2022, provided
10 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly, in arrears, at the
11 provisional amount of \$451,225, per month, as specified in the Reference Contract Provision of the
12 Agreement. All payments are interim payments only, and subject to final settlement in accordance
13 with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for
14 the actual cost of providing the services, which may include Indirect Administrative Costs, as
15 identified in Budget Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the
16 total of such payments does not exceed the Maximum Obligation for each period as stated in the
17 Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are
18 reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its
19 discretion, pay supplemental invoices for any month for which the provisional amount specified above
20 has not been fully paid."

21 5. Exhibit A, Paragraph VI. Staffing, subparagraph A of the Contract is deleted in its entirety and replaced
22 with the following:

23 "A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs
24 continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40)
25 hours of work per week to provide crisis unit services.

26 1. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours,
27 of any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification
shall include at a minimum the following information: employee name(s), position title(s), date(s) of
resignation, date(s) of hire, and a description of recruitment activity.

2. —C. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to
comply with any provision of the Agreement.

—D. County shall not reimburse CONTRACTOR for services provided beyond the expiration and/or
termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically
agreed upon in a subsequent Agreement.

—E. In the event that the Affordable Care Act is repealed, resulting in a material change in the number
of Medi-Cal eligible individuals to be served by CONTRACTOR under this Agreement, the Parties agree
to renegotiate the reimbursement terms of this Agreement in good faith.

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

~~IV. REPORTS~~

~~A. 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.~~

~~B. CONTRACTOR shall enter demographic information of all clients served, direct services information, and other appropriate data into the COUNTY's data information system (IRIS).~~

~~C. PROGRAMMATIC CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include, but not limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month being reported.~~

~~D. On a monthly basis, CONTRACTOR shall report the following information to ADMINISTRATOR:~~

- ~~1. Number of admissions, both involuntary vs voluntary;~~
- ~~2. Referral source;~~
- ~~3. Number of admissions by funding (Medi-Cal, Health Plan, unfunded, etc.);~~
- ~~4. Average daily census;~~
- ~~5. Average length of stay (LOS);~~
- ~~6. Number of discharges and inpatient transfers;~~
- ~~7. Type of residence upon discharge;~~
- ~~8. Summary of Satisfaction Survey Results;~~
- ~~9. Instances of Restraint and Seclusions/ Initiated and Instances of Seclusions;~~
- ~~10. Percentages of Individuals seen for medication by MD/NP within an hour;~~
- ~~11. Percentages Discharged to a lower level of care and higher level of care;~~
- ~~12. Number of stays over twenty four (24) hours and respective LOS for each;~~
- ~~13. A mutually agreed upon measure of seclusion and restraint utilization;~~
- ~~14. Recidivism, defined as readmissions occurring up to 14 days post-discharge; and~~
- ~~15. Data regarding recidivating individuals with unmet needs, defined as individuals with four or more admissions in a month.~~

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

4 ~~— F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional~~
5 ~~welfare of the individuals seen, including, but not limited to, serious physical harm to self or others,~~
6 ~~serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.~~
7 ~~CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse~~
8 ~~incident in the form of a Special Incident Report (SIR).~~

9 ~~— G. ADDITIONAL REPORTS — Upon ADMINISTRATOR’s request, CONTRACTOR shall make~~
10 ~~such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as~~
11 ~~they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information~~
12 ~~requested and allow thirty (30) calendar days for CONTRACTOR to respond.~~

13 ~~— H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports~~
14 ~~Paragraph of this Exhibit A to the Agreement.~~

15 **V. SERVICES**

16 **A. FACILITIES**

17 ~~1. CONTRACTOR shall maintain the capability to provide Crisis Stabilization Services to~~
18 ~~individuals aged eighteen (18) and above at the following facility, which meets the minimum requirements~~
19 ~~for Medi-Cal eligibility and Designation, or any other location approved by ADMINISTRATOR as~~
20 ~~specified below:~~

21 ~~College Hospital Crisis Stabilization Unit~~
22 ~~301 Victoria Street~~
23 ~~Costa Mesa, CA 92627~~

24 ~~2. CONTRACTOR shall provide Crisis Stabilization Services twenty four (24) hours per day~~
25 ~~seven (7) days per week, 365 days per year.~~

26 ~~3. CONTRACTOR shall commence service delivery on or about January February, 2020. A~~
27 ~~written request for an extension must be submitted in advance to ADMINISTRATOR for approval if~~
28 ~~CONTRACTOR is not ready to provide services by the target date.~~

29 ~~4. The Facility shall have access for persons presenting on a walk-in basis, via police drop-off~~
30 ~~and ambulance delivery.~~

31 ~~5. The Facility shall have a minimum of twenty eight hundred (2,800) square feet with the~~
32 ~~majority of the space dedicated to individuals served and their care. Treatment areas shall be in visible~~

1 ~~line of sight from the nursing area. Space shall be allocated for: rest; socialization/living room; dining;~~
 2 ~~seclusion/quiet rooms for agitated persons; private intake/exam space; medication room; and sufficient~~
 3 ~~work space for staff and conference/meeting rooms. Space shall be designed for the individuals treated~~
 4 ~~and treatment staff to coningle for the majority of the time and shall enable them to work together in an~~
 5 ~~easily accessible fashion. There shall be space dedicated for their families and significant others/support~~
 6 ~~network to receive collateral treatment and areas for family/significant others to participate in program,~~
 7 ~~visit, and stay with the individual being treated as clinically indicated.~~

8 ~~6. The Facility shall be used exclusively for the CSU and COUNTY shall have full access to~~
 9 ~~the Facility and to the COUNTY's service providers. The CONTRACTOR shall be responsible for~~
 10 ~~maintenance, repair, and capital improvements to the Facility.~~

11 ~~7. The Facility shall meet the standards of the applicable sections of:~~

12 ~~a. Sections 1840.338 and 1840.348 of California Code of Regulations (CCR) Title 9, for~~
 13 ~~Crisis Stabilization Services;~~

14 ~~b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq., as implemented in~~
 15 ~~45 CFR 84.1 et seq.);~~

16 ~~c. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) pertaining to the~~
 17 ~~prohibition of discrimination against qualified persons with disabilities in all programs or activities, as~~
 18 ~~they exist now or may be hereafter amended together with succeeding legislation;~~

19 ~~d. All SD/MC requirements as delineated in California Code of Regulations, Title 9,~~
 20 ~~Chapter 11, Medi-Cal Specialty Mental Health Services; and~~

21 ~~e. All applicable requirements delineated in Division 5 of the California Welfare &~~
 22 ~~Institutions Code and required by ADMINISTRATOR for LPS designated facilities.~~

23 ~~8. Contractor shall be SD/MC certified prior to the effective date for commencing contracted~~
 24 ~~services. To obtain COUNTY'S certification of the CONTRACTOR'S site, the CONTRACTOR shall~~
 25 ~~be responsible for making any necessary changes to meet or maintain Medi-Cal site standards.~~

26 ~~9. CONTRACTOR shall be LPS designated prior to the effective date for commencing~~
 27 ~~contracted services.~~

~~10. The Facility shall have a capacity to serve twelve (12) individuals at a time and will include~~
~~adequate physical space to support the services identified within this Agreement.~~

~~11. CONTRACTOR'S administrative staff holiday schedule shall be consistent with COUNTY'S~~
~~holiday schedule unless otherwise approved in writing by ADMINISTRATOR.~~

~~B. INDIVIDUALS TO BE SERVED:~~

~~1. Orange County Residents.~~

~~2. Experiencing a behavioral health emergency, may have a co-occurring disorder, at risk of~~
~~hospitalization and cannot wait for a regularly scheduled appointment.~~

~~3. Between the ages of eighteen (18) and fifty nine (59), including Transitional Age Youth~~
~~(TAY) between the ages of eighteen and twenty five. Adults over sixty years of age whose needs are~~

1 compatible with those of other Individuals may be included in target population if they require the same
2 level of care and supervision.

3 ~~C. SERVICES TO BE PROVIDED~~

4 ~~1. CONTRACTOR shall provide psychiatric crisis stabilization services on a twenty-four (24)~~
5 ~~hours a day basis to provide a viable option to the default presentation to emergency departments for~~
6 ~~persons in behavioral health crisis. Crisis stabilization services shall include, but is not limited to:~~
7 ~~psychiatric assessment, physical screening, collateral history, therapy, crisis intervention, medication~~
8 ~~services, education, nursing assessment, peer specialist services, coordination of referrals to continuing~~
9 ~~care and emergency housing, post discharge planning and facilitation of transfer of individuals to inpatient~~
10 ~~treatment facilities when clinically appropriate and indicated.~~

11 ~~2. CONTRACTOR shall perform clinical and psycho-diagnostic assessment using the most~~
12 ~~recent DSM and/or ICD10 to include clinical consideration of each fundamental need: physical,~~
13 ~~psychological, familial, educational, social, environmental and recreational. Additional examinations,~~
14 ~~tests and evaluations may be conducted as clinically indicated. Findings of the examinations and~~
15 ~~evaluations shall be documented in the individual record and signed by CONTRACTOR's appropriate~~
16 ~~and responsible staff.~~

17 ~~3. CONTRACTOR shall provide psychiatric evaluations by licensed psychiatrist or psychiatric~~
18 ~~nurse practitioner(s) who shall issue prescriptions and order medications as clinically indicated.~~
19 ~~Medication support services shall include a system of medication quality review provided by well-trained,~~
20 ~~experienced psychiatrists knowledgeable in the use of medication to improve functioning.~~

21 ~~4. CONTRACTOR shall complete physical health assessments which shall be performed by a~~
22 ~~physician, doctor of osteopathy, a nurse practitioner or registered nurse. CONTRACTOR shall provide~~
23 ~~or arrange for laboratory tests as are necessary to adequately complete the assessment and to support~~
24 ~~continued psychiatric stabilization of the individual. Non-emergency medical intervention will be~~
25 ~~provided on-site by qualified and trained and appropriately licensed individuals.~~

26 ~~5. CONTRACTOR shall engage both the individual and the individuals' family or other~~
27 ~~significant support persons whenever possible. Such collateral services may include providing therapy to~~
28 ~~adult caregivers or significant others to help the individual in maintaining living arrangements in the~~
29 ~~community. CONTRACTOR shall refer such caregiver(s) to appropriate community supports, and/or~~
30 ~~educational services. CONTRACTOR shall document contact with family/support persons or document~~
31 ~~why such contact is not possible or not advisable.~~

32 ~~6. CONTRACTOR shall obtain valid consents from the individuals served.~~

33 ~~7. CONTRACTOR shall provide a sufficient amount of treatment services at all times to~~
34 ~~accommodate the individuals served and their supports not able to participate during regular daytime~~
35 ~~hours.~~

36 ~~8. CONTRACTOR shall provide individual sessions for intake, recovery planning, and~~
37 ~~discharge. Additional individual counseling sessions shall take place as clinically necessary.~~

1 ~~9. CONTRACTOR shall use individual therapy, brief intensive services, motivational~~
2 ~~interviewing, and short term group therapy modalities including psycho-educational, cognitive behavioral~~
3 ~~and self-soothing therapy techniques.~~

4 ~~10. CONTRACTOR shall promote recovery via individual and/or group sessions. Topics may~~
5 ~~include, but not be limited to: building a wellness toolbox or resource list, trauma informed principles of~~
6 ~~self-care, healthy habits, symptom monitoring, triggers and early warning signs of symptoms/relapse,~~
7 ~~identifying a crisis plan, and WRAP, etc.~~

8 ~~11. CONTRACTOR shall ensure staff are available to provide all necessary substance use~~
9 ~~disorder treatment services or referrals for individuals who are living with a co-occurring substance use~~
10 ~~disorder problem in addition to their behavioral health issues as appropriate.~~

11 ~~12. CONTRACTOR shall develop strategies to advance trauma informed care and to~~
12 ~~accommodate the vulnerabilities of trauma survivors.~~

13 ~~13. Services are to be provided in an environment which is compatible with and supportive of a~~
14 ~~recovery model. Services shall be delivered in the spirit of recovery and resiliency, tailored to the unique~~
15 ~~strengths of each individual. The focus will be on personal responsibility for symptom management and~~
16 ~~independence, which fosters empowerment, hope, and an expectation of recovery from behavioral health~~
17 ~~illness. Recovery oriented and trauma informed language and principles shall be evident and incorporated~~
18 ~~in CONTRACTOR's policies, program design and space, and practice.~~

19 ~~14. CONTRACTOR shall sustain a culture that supports and employs Peer Recovery~~
20 ~~Specialist/Counselors in providing supportive socialization for individuals that will assist in their~~
21 ~~recovery, self sufficiency and in seeking meaningful life activities and relationships. Peers shall be~~
22 ~~encouraged to share their stories of recovery as much as possible to stimulate the milieu with the notion~~
23 ~~that recovery is possible and to destigmatize behavioral health issues, inspire, and provide guidance.~~

24 ~~15. CONTRACTOR shall ensure that individuals leave the facility with a medication supply~~
25 ~~sufficient to bridge them to their aftercare appointment by establishing a contractual agreement with a~~
26 ~~licensed pharmacy to deliver and supply discharge medications as necessary.~~

27 ~~16. CONTRACTOR shall ensure prescribers consider respective formularies as part of their~~
prescribing practices.

~~17. CONTRACTOR shall have nutritious snacks available as needed. Special dietary needs will~~
~~be handled on an as needed basis. In the event an individual remains in the CSU for a period in excess of~~
~~twenty four (24) hours; provider will ensure light meals can be provided.~~

~~18. CONTRACTOR shall provide linkage and consultation with both more restrictive levels of~~
~~care and community based services designed to avoid hospitalization.~~

~~19. CONTRACTOR shall develop a written discharge and aftercare plan, including written~~
~~discharge instructions for each individual that shall be based on the assessment and diagnosis of that~~
~~individual. The discharge/aftercare plan and discharge instructions shall include all required elements for~~
~~designated facilities.~~

1 ~~20. CONTRACTOR shall adhere to any/all LPS designated facility requirements including~~
 2 ~~providing assessments for involuntary hospitalization when necessary. This service must be available~~
 3 ~~twenty four (24) hours per day, seven (7) days per week, 365 days per year.~~

4 ~~21. CONTRACTOR will make follow up calls to assist individuals in making successful linkage~~
 5 ~~to on going behavioral health services. Such calls shall be initiated within twenty four (24) hours during~~
 6 ~~business days and seventy two (72) hours during weekend periods and shall be documented in the medical~~
 7 ~~record.~~

8 ~~22. As a designated outpatient facility, the Facility may evaluate and treat individuals for no~~
 9 ~~longer than twenty three (23) hours and fifty nine (59) minutes. CONTRACTOR shall have a process in~~
 10 ~~place for describing actions taken when a person seen at the CSU has an episode that exceeds the twenty~~
 11 ~~three (23) hours and fifty nine (59) minute limitation for a CSU stay. At a minimum, the CONTRACTOR~~
 12 ~~will notify the COUNTY's Patient Rights Advocate of these instances. CONTRACTOR shall follow~~
 13 ~~designated outpatient requirements as modified by the state for Crisis Stabilization.~~

14 ~~23. CONTRACTOR is responsible to provide or arrange for the transport of individuals requiring~~
 15 ~~an inpatient level of care.~~

16 ~~D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services~~
 17 ~~Paragraph of this Exhibit A to the Agreement.~~

~~VI. STAFFING~~

18 ~~A. CONTRACTOR shall provide adequate staffing to assure that the services outlined above are~~
 19 ~~performed in an efficient manner.~~

20 ~~B. CONTRACTOR shall provide staffing in conformance with Title 9 regulations for Crisis~~
 21 ~~Stabilization services; shall have as Head of Service a licensed mental health professional in~~
 22 ~~conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC,~~
 23 ~~Licensed MFT or RN; and shall have one RN on site at all times.~~

24 ~~C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold~~
 25 ~~languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should be~~
 26 ~~retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the~~
 27 ~~clinical staffing does not meet the above requirement, the vacancies must be filled with bilingual and~~
 28 ~~bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those~~
 29 ~~positions with non bilingual staff. Salary savings resulting from such vacant positions may not be used~~
 30 ~~to cover costs other than salaries and employees benefits unless otherwise authorized, in advance and in~~
 31 ~~writing, by ADMINISTRATOR.~~

32 ~~D. CONTRACTOR shall maintain personnel files for each staff person, including management and~~
 33 ~~other administrative positions, both direct and indirect to the Agreement, which shall include, but not be~~
 34 ~~limited to, an application for employment, qualifications for the position, applicable licenses, waivers,~~

1 ~~registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations~~
2 ~~justifying pay increases.~~

3 ~~— E. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a~~
4 ~~manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR~~
5 ~~shall maintain documents of such efforts which may include, but not be limited to: records of participation~~
6 ~~in COUNTY sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in~~
7 ~~multiple languages and formats, as appropriate; and descriptions of measures taken to enhance~~
8 ~~accessibility for, and sensitivity to, individuals who are physically challenged.~~

9 ~~— F. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or~~
10 ~~family members of persons in recovery. These individuals shall not be currently receiving services~~
11 ~~directly from CONTRACTOR. Documentation may include, but not be limited to, the following:~~
12 ~~records attesting to efforts made in recruitment, hiring practices and identification of measures taken to~~
13 ~~enhance accessibility for potential staff in these categories.~~

14 ~~— G. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to~~
15 ~~discharging duties associated with their titles and any other training necessary to assist the~~
16 ~~CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State~~
17 ~~and Federal regulatory requirements.~~

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

23 ~~— I. CONTRACTOR may augment the above paid staff with volunteers or interns upon written~~
24 ~~approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers or intern as~~
25 ~~specified in their respective job descriptions or work contracts.~~

26 ~~— J. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have~~
27 ~~a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P~~
28 ~~training for each staff member and place in their personnel files.~~

29 ~~— K. CONTRACTOR shall provide detailed job descriptions, including education and experience~~
30 ~~requirements, all applicable responsibilities, assigned duties, and workflow for each delineated position.~~

31 ~~— L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing~~
32 ~~Paragraph of this Exhibit A to the Agreement.~~

~~**VII. QUALITY IMPROVEMENT**~~

33 ~~— A. CONTRACTOR shall participate in any clinical case review and implement any~~
34 ~~recommendations made by COUNTY to improve the care provided to the individuals seen.~~

1 ~~— B. CONTRACTOR shall conduct Supervisory Review in accordance with procedures developed by~~
 2 ~~ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal,~~
 3 ~~state, and local guidelines and standards.~~

4 ~~— C. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is~~
 5 ~~reflected in the individual's chart within seventy two (72) hours after the completion of services.~~

6 ~~— D. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR~~
 7 ~~Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR,~~
 8 ~~which describes, but is not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting~~
 9 ~~standards. CONTRACTOR shall have a utilization management process in place to internally monitor~~
 10 ~~documentation and billing standards on a routine basis.~~

11 ~~— E. CONTRACTOR shall complete the steps required for Clinical management/supervisory staff to~~
 12 ~~become Certified Chart Reviewers per the County's Authority and Quality Improvement Services (AQIS).~~

13 ~~— F. CONTRACTOR shall demonstrate the capability to maintain a medical records system, including~~
 14 ~~the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall regularly~~
 15 ~~review one hundred percent (100%) of their charting for accuracy and clinical appropriateness, IRIS data~~
 16 ~~input and billing systems to ensure compliance with COUNTY and state P&Ps and establish mechanisms~~
 17 ~~to prevent inaccurate claim submissions, and follow up on corrections in a timely manner.~~

18 ~~— G. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality~~
 19 ~~improvement meetings and processes. Such records and minutes will also be subject to regular review by~~
 20 ~~ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and~~
 21 ~~ADMINISTRATOR's P&P.~~

22 ~~— H. CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct, QIC and~~
 23 ~~medication monitoring meetings and complete all Medication Monitoring reports per the County.~~

24 ~~— I. CONTRACTOR shall allow the COUNTY to periodically review the quantity and quality of~~
 25 ~~services provided pursuant to this Agreement. This review will be conducted at CONTRACTOR's facility~~
 26 ~~(ties) and will consist of a review of medical and other records of Consumers provided services pursuant~~
 27 ~~to the Agreement.~~

~~— J. At all times during the term of this contact, CONTRACTOR shall maintain a compliance program~~
~~in accordance with the County.~~

~~— K. 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 individual 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 Agreement, and if not, what steps will be taken to achieve satisfactory progress,~~
~~compliance with P&Ps, review of statistics and clinical services; and~~

~~3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or~~

1 ~~ADMINISTRATOR.~~

2 ~~— L. CONTRACTOR will follow the following guidelines for County tokens:~~

3 ~~— 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with~~
 4 ~~a unique password. Tokens and passwords will not be shared with anyone.~~

5 ~~— a. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the~~
 6 ~~staff member to whom each is assigned.~~

7 ~~— b. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the~~
 8 ~~Token for each staff member assigned a Token.~~

9 ~~— c. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following~~
 10 ~~conditions:~~

11 ~~— 1) Token of each staff member who no longer supports this Agreement;~~

12 ~~— 2) Token of each staff member who no longer requires access to the HCA IRIS;~~

13 ~~— 3) Token of each staff member who leaves employment of CONTRACTOR;~~

14 ~~— 4) Token is malfunctioning; or~~

15 ~~— 5) Termination of Agreement.~~

16 ~~— d. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged~~
 17 ~~through acts of negligence.~~

18 ~~— e. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.~~
 19 ~~All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if~~
 20 ~~available, and if applicable.~~

21 ~~— M. CONTRACTOR shall obtain a NPI— The standard unique health identifier adopted by the~~
 22 ~~Secretary of HHS under HIPAA of 1996 for health care providers.~~

23 ~~— 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI~~
 24 ~~for use to identify themselves in HIPAA standard transactions.~~

25 ~~— 2. CONTRACTOR, including each employee that provides services under the Agreement, will~~
 26 ~~obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.~~

27 ~~CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by~~
 28 ~~ADMINISTRATOR, all NPI as soon as they are available.~~

29 ~~— N. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first~~
 30 ~~service provided under the Agreement to individuals who are covered by Medi Cal and have not~~
 31 ~~previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon~~
 32 ~~request, the NPP for the COUNTY, as the MHP, to any individual who received services under the~~
 33 ~~Agreement.~~

34 ~~— O. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct~~
 35 ~~research activity on individuals seen in COUNTY services without obtaining prior written authorization~~
 36 ~~from ADMINISTRATOR.~~

37 ~~— P. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,~~

1 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms
 2 of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to
 3 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,
 or religious belief.

4 ~~Q. CONTRACTOR shall maintain all requested and required written policies, and provide to~~
 5 ~~ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and~~
 6 ~~program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not~~
 limited to, the following:

- 7 ~~1. Admission Criteria and Admission Procedure;~~
- 8 ~~2. Assessments;~~
- 9 ~~3. Individual and Group Counseling Sessions;~~
- 10 ~~4. Crisis Intervention/Evaluation for Involuntary Holds;~~
- 11 ~~5. Treatment of Non-Compliant Individuals/Unplanned Discharges;~~
- 12 ~~6. Medication Management and Medication Monitoring;~~
- 13 ~~7. Recovery Program Policies and Practices;~~
- 14 ~~8. Community Integration/Case Management/Discharge Planning;~~
- 15 ~~9. Documentation Standards;~~
- 16 ~~10. Quality Management/Performance Outcomes;~~
- 17 ~~11. Individual Rights;~~
- 18 ~~12. Personnel/In service Training;~~
- 19 ~~13. Ensuring Proper Staffing;~~
- 20 ~~14. Unusual Occurrence Reporting;~~
- 21 ~~15. Code of Conduct/Compliance;~~
- 22 ~~16. Mandated Reporting;~~
- 23 ~~17. Seclusion and Restraints;~~
- 24 ~~18. De-escalation Techniques, including use of voluntary and/or emergency medications;~~
- 25 ~~19. Nutritious Snack Services; (if clients remain in CSU over 24 hours the availability of light~~
~~meals are addressed above);~~
- 26 ~~20. Transportation Services;~~
- 27 ~~21. Peer Mentor Services;~~
- 28 ~~22. Chart Review Protocol; and~~
- 29 ~~23. Any/all required LPS Designation Protocols.~~

30 ~~R. CONTRACTOR shall provide initial and on-going training and staff development that includes,~~
 31 ~~but is not limited to, the following:~~

- 32 ~~1. Orientation to the programs' goals, and P&Ps;~~
- 33 ~~2. Training on subjects as required by state regulations;~~
- 34 ~~3. Orientation to the services section, as outlined in the Services Paragraph of this Exhibit A to~~

1 ~~the Agreement;~~

2 ~~4. Recovery philosophy, Trauma Informed Care and individual empowerment;~~

3 ~~5. Crisis intervention and de-escalation;~~

4 ~~6. Substance use disorder and dependence;~~

5 ~~7. Motivational interviewing;~~

6 ~~8. Seclusion and Restraints;~~

7 ~~9. Crisis Prevention and Crisis Intervention Training;~~

8 ~~10. Documentation Training;~~

9 ~~11. Assessment and Diagnosis;~~

10 ~~12. LPS Involuntary Detention Policies; and~~

11 ~~13. Community and Ancillary Resources.~~

12 ~~S. PROGRAM DIRECTOR—The Program Director will have ultimate responsibility for the~~
 13 ~~program (s) and will ensure the following:~~

14 ~~1. CONTRACTOR shall maintain adequate records on each individual seen in services, which~~
 15 ~~shall include all required forms and evaluations, on-going progress notes, and records of service provided~~
 16 ~~by various personnel in sufficient detail to permit an evaluation of services;~~

17 ~~2. CONTRACTOR shall retain on staff, a Certified reviewer trained by the~~
 18 ~~ADMINISTRATOR's AQIS Unit. This reviewer shall complete one hundred percent (100%) audit of~~
 19 ~~individual charts regarding clinical documentation, ensuring all charts are in compliance with medical~~
 20 ~~necessity and Medi-Cal/Medicare chart compliance. CONTRACTOR shall ensure that all chart~~
 21 ~~documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall~~
 22 ~~ensure that all chart documentation is completed within the appropriate timelines.~~

23 ~~3. Provide clinical direction and training to staff on all clinical documentation;~~

24 ~~4. Oversee all aspects of the clinical services of the Crisis Stabilization program (s);~~

25 ~~5. Coordinate with clinicians, psychiatrists and/or nurses regarding individual treatment issues,~~
 26 ~~professional consultations, or medication evaluations; and~~

27 ~~6. Facilitate on-going program development and provide or ensure appropriate and timely~~
 28 ~~supervision and guidance to staff regarding difficult cases and behavioral emergencies.~~

29 ~~T. PERFORMANCE OUTCOMES:~~

30 ~~1. CONTRACTOR shall be required to achieve, track and report Performance Outcome~~
 31 ~~Objectives, on a quarterly basis as outlined below:~~

32 ~~a. CONTRACTOR shall track admission and treatment rates. CONTRACTOR shall~~
 33 ~~sustain an average daily census of twelve (12) unduplicated individuals per day.~~

34 ~~b. CONTRACTOR shall track discharge rates. At least 55% of individuals admitted shall~~
 35 ~~be successfully stabilized and returned to the community.~~

36 ~~c. CONTRACTOR shall track linkage rates for those individuals returning to the~~
 37 ~~community. At least 75% of individuals returned to the community shall successfully link (keep~~

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~~appointment) to on-going behavioral health services within 14 days of discharge.~~

~~d. CONTRACTOR shall provide timely evaluations as measured by completing ninety five percent (95%) of CSU admissions within one (1) hour of individual's arrival on a monthly basis.~~

~~e. CONTRACTOR shall provide the least restrictive alternatives and an effective medication approach that results in seclusion and restraint use of one point six percent (1.6%) or less of admissions per month.~~

~~U. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Quality Improvement Paragraph of this Exhibit A to the Agreement.~~

~~EXHIBIT B~~
~~SECOND AMENDMENT FOR PROVISION OF~~
~~CRISIS STABILIZATION SERVICES~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~
~~CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT~~
~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

~~**I. BUSINESS ASSOCIATE CONTRACT**~~

~~A. GENERAL PROVISIONS AND RECITALS~~

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

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

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

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

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

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

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

3 ~~— B. DEFINITIONS~~

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

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

9 ~~a. Breach excludes:~~

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

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

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

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

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

27 ~~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.

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

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

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

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

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

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

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

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

21 ~~15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in~~
 22 ~~45 CFR § 160.103.~~

23 ~~16. “Technical safeguards” means the technology and the P&Ps for its use that protect electronic~~
 24 ~~PHI and control access to it.~~

25 ~~17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,~~
 26 ~~unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology~~
 27 ~~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 ~~1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to~~
 2 ~~CONTRACTOR other than as permitted or required by this Business Associate Contract or as required~~
 3 ~~by law.~~

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

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

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

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

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

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

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

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

1 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45
2 CFR Part 164 that apply to COUNTY in the performance of such obligation.

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

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

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

22 ~~16. The Parties acknowledge that federal and state laws relating to electronic data security and~~
23 ~~privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to~~
24 ~~provide for procedures to ensure compliance with such developments. The Parties specifically agree to~~
25 ~~take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH~~
26 ~~Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon~~
27 ~~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 Agreement 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~~

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

3 ~~— D. SECURITY RULE~~

4 ~~— 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and~~
5 ~~maintain appropriate Administrative, Physical and Technical Safeguards in accordance with~~
6 ~~45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to~~
7 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.~~
8 ~~CONTRACTOR shall develop and maintain a written information privacy and security program that~~
9 ~~includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of~~
10 ~~CONTRACTOR's operations and the nature and scope of its activities.~~

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

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

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

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

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

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

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

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

37 ~~— E. DATA SECURITY REQUIREMENTS~~

1 ~~1. Personal Controls~~

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

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

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

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

27 ~~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 the~~
~~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~~

1 ~~to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~
2 ~~required to perform necessary business functions may be copied, downloaded, or exported.~~

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

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

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

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

30 ~~_____ 1) Upper case letters (A-Z)~~

31 ~~_____ 2) Lower case letters (a-z)~~

32 ~~_____ 3) Arabic numerals (0-9)~~

33 ~~_____ 4) Non-alphanumeric characters (punctuation symbols)~~

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

1 ~~prior written permission by COUNTY.~~

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

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

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

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

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

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

31 ~~_____ 3. Audit Controls~~

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

~~1 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
3 must have a routine procedure in place to review system logs for unauthorized access.~~

~~4 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
6 must have a documented change control procedure that ensures separation of duties and protects the
7 confidentiality, integrity and availability of data.~~

~~8 4. Business Continuity/Disaster Recovery Control~~

~~9 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
10 to enable continuation of critical business processes and protection of the security of PHI COUNTY
11 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
12 COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance
13 or situation that causes normal computer operations to become unavailable for use in performing the work
14 required under this Agreement for more than twenty four (24) hours.~~

~~15 b. Data Backup Plan. CONTRACTOR must have established documented procedures to
16 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule
17 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount
18 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly
19 full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the
20 application owner) must merge with the DRP.~~

~~21 5. Paper Document Controls~~

~~22 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
23 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended
24 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that
25 information is not being observed by an employee authorized to access the information. Such PHI in
26 paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
27 baggage on commercial airplanes.~~

~~28 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR
29 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be
30 escorted and such PHI shall be kept out of sight while visitors are in the area.~~

~~31 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or
32 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
33 through confidential means, such as cross cut shredding and pulverizing.~~

~~34 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
35 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
36 of the CONTRACTOR except with express written permission of COUNTY.~~

~~37 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 the 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~~

1 ~~resulting from the Breach;~~

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

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

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

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

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

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

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

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

29 ~~———— G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~

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

34 ~~————— a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for~~
 35 ~~the proper management and administration of CONTRACTOR.~~

36 ~~————— b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the~~
 37 ~~proper management and administration of CONTRACTOR or to carry out the legal responsibilities of~~

1 ~~CONTRACTOR, if:~~

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

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

7 ~~_____ c. CONTRACTOR may use or further disclose PHI COUNTY discloses to~~
 8 ~~CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of~~
 9 ~~CONTRACTOR.~~

10 ~~_____ 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry~~
 11 ~~out legal responsibilities of CONTRACTOR.~~

12 ~~_____ 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR~~
 13 ~~consistent with the minimum necessary P&Ps of COUNTY.~~

14 ~~_____ 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as~~
 15 ~~required by law.~~

16 ~~H. PROHIBITED USES AND DISCLOSURES~~

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

22 ~~_____ 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI~~
 23 ~~COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on~~
 24 ~~behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §~~
 25 ~~17935(d)(2).~~

26 ~~I. OBLIGATIONS OF COUNTY~~

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

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

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

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

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~~J. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

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

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

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

~~c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or 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 Agreement.~~

EXHIBIT C
SECOND AMENDMENT FOR PROVISION OF
CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT
JULY 1, 2019 THROUGH JUNE 30, 2022

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court 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

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

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

6 ~~B. TERMS OF AGREEMENT~~

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

11 ~~2. Responsibilities of CONTRACTOR~~

12 ~~CONTRACTOR agrees:~~

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

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

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

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

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

7 ~~3) If the data obtained by CONTRACTOR from COUNTY includes PII,~~
 8 ~~CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA~~
 9 ~~Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known~~
 10 ~~as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be~~

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

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

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

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

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

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

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

34 ~~In all other respects, the term of the underlying Agreement, not specifically changed by this Second~~
 35 ~~Amendment, shall remain in full force and are incorporated by reference herein.~~

36 #



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

<u>ADMINISTRATION</u>	<u>FTEs</u>
<u>UR Manager</u>	<u>0.50</u>
<u>SUBTOTAL ADMINISTRATION</u>	<u>0.50</u>
<u>PROGRAM</u>	
<u>Charge RN</u>	<u>4.20</u>
<u>Staff RN</u>	<u>8.40</u>
<u>MHW</u>	<u>10.50</u>
<u>LCSW</u>	<u>4.20</u>
<u>MSW</u>	<u>2.10</u>
<u>Clinical Coordinator</u>	<u>1.40</u>
<u>Head of Service</u>	<u>0.50</u>
<u>UR Manager</u>	<u>0.50</u>
<u>SUBTOTAL PROGRAM</u>	<u>31.80</u>
<u>TOTAL FTEs</u>	<u>32.30"</u>

This Amendment No. 4 modifies the Contract, including Amendment No. 1, 2 and 3, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4, Amendment No. 1, 2 and 3 and the Contract, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1, 2 and 3, not specifically changed by this Amendment No. 4, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the ~~parties~~Parties have executed this ~~Second~~ Amendment ~~to the Agreement, in the County of Orange, State of California.~~

~~CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT~~

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

~~HEALTH CARE AGENCY~~

No. 4. If the ~~contracting party~~Contractor is a corporation, Contractor shall provide two (2) signatures are required: one (as follows: 1) the first signature by must be either the Chairman of the Board, the President, or any Vice President; and one (1)2) the second signature by must be that of the Secretary, anyan Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. IfIn the contractalternative, a single corporate signature is signedacceptable when accompanied by one (1) authorized individual only, a copy of thea corporate resolution or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or herdemonstrating the legal authority of the signature alone is required by ADMINISTRATOR.to bind the company.

Contractor: CSU LLC DBA College Hospital Crisis Stabilization Unit

Print Name

Title

Signature

Date

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County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date