

1 AGREEMENT FOR PROVISION OF
2 ADULT MENTAL HEALTH PSYCHIATRIC SKILLED NURSING FACILITY SERVICES

3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 «UC_NAME»

7 «UC_DBA»

8 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

9
10 THIS AGREEMENT entered into this 1st day of July ~~2014, which~~2017 (effective date ~~is~~
11 ~~enumerated for purposes of reference only,~~) is by and between the COUNTY OF ORANGE, a political
12 subdivision of State of California (COUNTY), and «UC_NAME» «UC_DBA», a «CORP_STAT»
13 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
14 as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange
15 Health Care Agency (ADMINISTRATOR).

16
17 WITNESSETH:

18
19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Mental
20 Health Psychiatric Skilled Nursing Facility Services described herein to the residents of Orange County;
21 and

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

24 ~~— NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

25 #

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2014~~2017 through June 30, ~~2017~~2019

~~Period One means the period from July 1, 2014~~2017 through June 30, ~~2015~~2018

~~Period Two means the period from July 1, 2015~~July 1, 2018 through June 30, ~~2016~~2019

~~Period Three means the period from July 1, 2016 through June 30, 2017~~

Aggregate Maximum Obligation:

—	Period One Maximum Obligation:	\$ 9,402,177 <u>11,133,043</u>
—	Period Two Maximum Obligation:	\$ 9,732,113 <u>11,522,699</u>
—	Period Three Maximum Obligation:	\$10,756,563
—	TOTAL <u>AGGREGATE</u> MAXIMUM OBLIGATION:	—
—	\$29,890,853 <u>\$22,655,742</u>	

Basis for Reimbursement: Fee for Service

Payment Method: ~~Fee for Service~~Monthly in Arrears

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «CONTACT»
 «LC_NAME»
 «LC_DBA»
 «ADDRESS»
 «CITY_STATE_ZIP»
 «CONTACT_EMAIL»

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I. ACRONYMS

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

4	A. AES	Advanced Encryption Standard
5	B. ARRA	American Recovery and Reinvestment Act <u>of 2009</u>
6	C. BCP	Business Continuity Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CD/DVD	Compact Disc/Digital Video or Versatile Disc
10	G. CEO	County Executive Office
11	H. CFR	Code of Federal Regulations
12	I. CHHS	California Health and Human Services Agency
13	J. CHPP	COUNTY HIPAA Policies and Procedures
14	K. CIPA	California Information Practices Act
15	L. CMPPA	Computer Matching and Privacy Protection Act
16	M. COI	Certificate of Insurance
17	N. DHCS	<u>California</u> Department of Health Care Services
18	O. DoD	<u>US</u> Department of Defense
19	P. DRP	Disaster Recovery Plan
20	Q. DRS	Designated Record Set
21	R. E-Mail <u>Email</u>	Electronic Mail
22	S. EHR	Electronic Health Records
23	T. ePHI	Electronic Protected Health Information
24	U. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
25	V. FIPS	Federal Information Processing Standards
26	W. GAAP	Generally Accepted Accounting Principles
27	X. HCA	<u>County of Orange</u> Health Care Agency
28	Y. ID	Identification
29	Z. IEA	Information Exchange Agreement
30	AA. HHS	Health and Human Services
31	AB. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
32		Law 104-191
33	AC. <u>HITECH Act</u>	<u>Health Information Technology for Economic and Clinical Health</u>
34		<u>Act, Public Law 111-005</u>
35	AD. HSC	California Health and Safety Code
36	AE. AD. ISO	Insurance Services Office
37	AF. AE. MHP	Mental Health Plan

1	AFAG. NIST	National Institute of Standards and Technology
2	AG. AH. OCR	Federal Office for Civil Rights
3	AI. AH. OMB	Federal Office of Management and Budget
4	AJ. AI. OPM	Federal Office of Personnel Management
5	AK. AJ. PC	State of California Penal Code
6	AL. AK. PHI	Protected Health Information
7	AM. PI	Personal Information
8	AN. PII	Personally Identifiable Information
9	AO. PRA	California Public Record Act
10	AQ. AP. SIR	Self-Insured Retention
11	AQ. AP. TBS	Therapeutic Behavioral Services
12	AQ. The HITECH The Health Information Technology for Economic and Clinical Health	
13	Act Act, Public Law 111-005	
14	AR. UMDAP	Uniform Method of Determining Ability to Pay
15	AS. USC	United States Code
16	AT. WIC State of W&IC	California Welfare and Institutions Code

II. ALTERATION OF TERMS

A. This Agreement, together with the Exhibits ~~A, B, and C~~ attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this 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, 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 receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

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IV. COMPLIANCE

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

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

2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program ~~and~~ Code of Conduct ~~have been verified to~~ and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs in this Paragraph IV (COMPLIANCE). These elements include: below.

a. ~~3. If CONTRACTOR elects~~ Designation of a Compliance Officer and/or compliance staff.

b. Written standards, policies and/or procedures.

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

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

e. Methodology for conducting internal monitoring and auditing.

f. Methodology for detecting and correcting offenses.

g. Methodology/Procedure for enforcing disciplinary standards.

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

4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its Compliance compliance Program, Code code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if ~~CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the~~

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

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

15 ~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and~~
 16 ~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure~~
 17 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~
 18 ~~grounds for termination of this Agreement as to the non-complying party.~~

19 B. SANCTION SCREENING – CONTRACTOR shall ~~adhere to all screening policies and~~
 20 ~~procedures and~~ screen all Covered Individuals employed or retained to provide services related to this
 21 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this
 22 Agreement. Screening shall be conducted against the General Services Administration's Excluded
 23 Parties List System or System for Award Management, the Health and Human Services/Office of
 24 Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and
 25 Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

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

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

6 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
7 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
8 Agreement.

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

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

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

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

33 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
34 Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered
35 Individuals.

36 ~~1. CONTRACTOR~~ 1. CONTRACTORS that have acknowledged to comply with
37 ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all

1 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one
 2 (1) designated representative to complete ~~all~~ the General Compliance Trainings Training when offered.

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

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

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

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

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

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

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

18 3. ~~—D~~ Such training will be made available to each Covered Individual annually.

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

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

25 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

34 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
 35 fully documented. When such services are coded, CONTRACTOR shall use accurate proper billing
 36 codes which accurately describes the services provided and must ensure compliance with all billing and
 37 documentation requirements.

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

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

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

11 **V. CONFIDENTIALITY**

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

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

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

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

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

34 **VI. COST REPORT**

35 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
36

1 later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall
 2 prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state
 3 and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
 4 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
 5 and funding sources in accordance with such requirements and consistent with prudent business
 6 practice, which costs and allocations shall be supported by source documentation maintained by
 7 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
 8 CONTRACTOR has multiple Agreements for mental health services that are administered by HCA,
 9 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
 10 stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to
 11 COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all
 12 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

21 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 22 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
 23 accurate and complete an individual and/or consolidated Cost Report is delivered to
 24 ADMINISTRATOR.

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

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

34 B. The individual and/or consolidated Cost Report shall be the final financial and statistical report
 35 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
 36 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
 37 or indirectly related to the services to be provided hereunder. ~~The~~ The individual and/or consolidated

1 Cost Report shall be the final financial record for subsequent audits, if any.

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

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

19 ~~— E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
20 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
21 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
22 such payment does not exceed the Maximum Obligation of COUNTY.~~

23 D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance
24 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to
25 CONTRACTOR.

26 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
27 the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report
28 the services rendered with such revenues.

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

31
32 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
33 documentation prepared by _____ for the cost report period beginning _____ and
34 ending _____ and that, to the best of my knowledge and belief, costs reimbursed through
35 this Agreement are reasonable and allowable and directly or indirectly related to the services
36 provided and that this Cost Report is a true, correct, and complete statement from the books and
37 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 _____ "

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR 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 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
 5 means of subcontracts, provided such subcontracts are approved in advance, in writing by
 6 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
 7 under subcontract, and include any provisions that ADMINISTRATOR may require.

8 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 9 subcontract upon five (5) calendar ~~days~~days' written notice to CONTRACTOR if the subcontract
 10 subsequently fails to meet the requirements of this Agreement or any provisions that
 11 ADMINISTRATOR has required.

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

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

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

20 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

32 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

1 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 2 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum
 3 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the
 4 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an
 5 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
 6 provide services, staffing, facilities or supplies

8 X. INDEMNIFICATION AND INSURANCE

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

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

27 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 28 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
 29 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
 30 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 31 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
 32 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
 33 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
 34 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
 35 by COUNTY representative(s) at any reasonable time.

36 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 37 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an

amount in excess of \$~~25~~50,000 (\$5,000 for automobile liability), 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 COUNTY~~ as required in this Paragraph X (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, ~~COUNTY may~~ such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to 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
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

1	Workers' Compensation	Statutory
2		
3	Employers' Liability Insurance	—————\$1,000,000 per occurrence
4		
5	Network Security & Privacy	<u>Liability</u> \$1,000,000 per claims made
6	Liability	
7		
8	Professional Liability Insurance	\$1,000,000 per claims made
9		\$1,000,000 aggregate
10	<u>or per occurrence</u>	
11		
12	Sexual Misconduct Liability	\$1,000,000 per occurrence
13		

14 H. REQUIRED COVERAGE FORMS

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

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

19 I. REQUIRED ENDORSEMENTS

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

22 a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13
23 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
24 employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS
25 REQUIRED BY WRITTEN AGREEMENT.

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

29 2. The Network Security and Privacy Liability policy shall contain the following
30 endorsements which shall accompany the ~~COI~~ Certificate of Insurance:

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

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

37 J. All insurance policies required by this Agreement shall waive all rights of subrogation against

1 the County of Orange ~~and members of the Board of Supervisors~~, its elected and appointed officials,
2 officers, agents and employees when acting within the scope of their appointment or employment.

3 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
4 all rights of subrogation against the County of Orange, ~~and members of the Board of Supervisors~~, its
5 elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will
6 state AS REQUIRED BY WRITTEN AGREEMENT.

7 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
8 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
9 cancellation notice to COUNTY. Failure to provide written notice of cancellation ~~may~~shall constitute a
10 ~~material~~ breach of ~~the Agreement, upon which the~~ CONTRACTOR's obligation hereunder and ground
11 for COUNTY ~~may suspend or to~~ terminate this Agreement.

12 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
13 "Claims Made" policy is a "claims made" policy, (ies). CONTRACTOR shall agree to maintain
14 ~~Professional Liability~~ coverage for two (2) years following the completion of the Agreement.

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

17 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
18 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
19 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
20 adequately protect COUNTY.

21 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
22 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
23 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
24 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
25 Agreement may be in breach without further notice to CONTRACTOR, and by COUNTY ~~shall be~~
26 ~~entitled to all legal remedies.~~

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

30 R. SUBMISSION OF INSURANCE DOCUMENTS

31 1. The COI and endorsements shall be provided to COUNTY as follows:
32 a. Prior to the start date of this Agreement.
33 b. No later than the expiration date for each policy.
34 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
35 changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement,~~ above.

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

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

4 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 5 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
 6 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
 7 submitted to ADMINISTRATOR.

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

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

14 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 15 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
 16 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
 17

18 **XI. INSPECTIONS AND AUDITS**

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

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

33 **C. AUDIT RESPONSE**

34 ~~1. Following an audit report, in the event of non-compliance with applicable laws and~~
 35 ~~regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement~~
 36 ~~as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement~~
 37 ~~appropriate corrective action. A plan of corrective action shall not be submitted subject to~~

~~ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR disallowances as-~~

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

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

XII. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

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

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

c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting

1 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
 2 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
 3 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 4 grounds for termination of this Agreement.

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

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

- 11 1. ARRA of 2009.
- 12 2. WIC, Division 5, Community Mental Health Services.
- 13 3. WIC, Division 6, Admissions and Judicial Commitments.
- 14 4. WIC, Division 7, Mental Institutions.
- 15 ~~5. State of California, Department of Social Services, Community Care Licensing~~
- 16 ~~Division requirements for Group Homes.~~
- 17 ~~6. 42 USC §§ 3601-3619, the Fair Housing Act.~~
- 18 ~~7. U.S. Department of Housing and Urban Development.~~
- 19 ~~8. WIC, Divisions 5, 6 and 9.~~
- 20 ~~9. State of [REDACTED] HSC, §§1250 et seq., Health Facilities.~~
- 21 ~~10. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to §§11164-11174.3, Child Abuse and~~
- 22 ~~Neglect Reporting Act.~~
- 23 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 24 8. CCR, Title 17, Public Health.
- 25 9. CCR, Title 17, and Title 22, Social Security.
- 26 ~~10. [REDACTED] 10. CFR, Title 42 and Title 45, Public Health.~~
- 27 ~~11. USC Title 42.~~
- 28 11. CFR, Title 45, Public Welfare.
- 29 12. USC Title 42, Public Health and Welfare.
- 30 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 31 ~~14. 42 USC, Chapter 126, §12101, et seq., the Americans with Disabilities Act of 1990.~~
- 32 ~~15. 42 USC, §114 and §§ 1857, et seq., the Clean Air Act.~~
- 33 ~~16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- 34 ~~17. 31 USC 7501.70, Federal Single Audit Act of 1984.~~
- 35 ~~18. Policies and procedures set forth in Mental Health Services Act.~~
- 36 ~~19. Policies and procedures set forth in DHCS Letters.~~
- 37 ~~20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~

21. 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.

~~19. OMB Circulars A-87, A-89, A-110, A-122.~~

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

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

XIV. MAXIMUM OBLIGATION

A. The ~~Aggregate~~ Total Maximum Obligation of COUNTY for services provided in accordance with ~~all Agreements for Psychiatric Skilled Nursing Facility Services during Period One, Period Two~~ this Agreement, and Period Three ~~are~~ the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below. ~~This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate~~

1 B. ADMINISTRATOR may amend the Maximum Obligation ~~applies. It therefore is understood by~~
 2 ~~the parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum~~
 3 ~~Obligation~~ an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

5 XV. MINIMUM WAGE LAWS ~~NONDISCRIMINATION~~

6 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 7 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 8 federal or California Minimum Wage to all its employees that directly or indirectly provide services
 9 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
 10 all its contractors or other persons providing services pursuant to this Agreement on behalf of
 11 //
 12 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
 13 Wage.

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

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

22 XVI. NONDISCRIMINATION

23 A. EMPLOYMENT

24 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
 25 unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic~~
 26 ~~group identification~~, race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national
 27 origin, ~~age (40 and over), sexual orientation, medical condition, or~~ ancestry, physical ~~or~~ disability,
 28 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
 29 gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term
 30 of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that
 31 subcontractors shall not unlawfully discriminate against any employee or applicant for employment
 32 because of his/her ~~ethnic group identification~~, race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex,~~
 33 ~~marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or~~ ancestry,
 34 physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex,
 35 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

36 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
 37 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or

1 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
2 for training, including apprenticeship.

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

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

9 5. All solicitations or advertisements for employees placed by or on behalf of
10 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
11 for employment without regard to ~~ethnic group identification, race, religion, ancestry, religious creed,~~
12 ~~color, creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition,~~
13 ~~or ancestry,~~ physical ~~or disability,~~ mental disability, ~~medical condition, genetic information, marital~~
14 ~~status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran~~
15 ~~status.~~ Such requirements shall be deemed fulfilled by use of the term EOE.

16 6. Each labor union or representative of workers with which CONTRACTOR and/or
17 subcontractor has a collective bargaining agreement or other contract or understanding must post a
18 notice advising the labor union or workers' representative of the commitments under this
19 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
20 employees and applicants for employment.

21 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
22 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
23 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
24 ~~marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~
25 ~~physical or disability,~~ mental disability, ~~medical condition, genetic information, marital status, sex,~~
26 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
27 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
28 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
29 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
30 Regulations; ~~); and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et~~
31 ~~seq.~~ as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
32 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
33 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
34 limited to the following based on one or more of the factors identified above:

- 35 1. Denying a client or potential client any service, benefit, or accommodation.
- 36 2. Providing any service or benefit to a client which is different or is provided in a different
37 manner or at a different time from that provided to other clients.

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

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

6 5. Assignment of times or places for the provision of services.

7 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
8 through a written statement that ~~CONTRACTOR~~ CONTRACTOR's and/or subcontractor's clients may
9 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
10 subcontractor, and ADMINISTRATOR or COUNTY's ~~Patient's~~ Patient Rights Office.

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

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

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

20 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
21 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

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

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

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

37 //

XVII. 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.

XVIII. NOTIFICATION OF ~~DEATH~~DEATH

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

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

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written

1 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
 2 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
 3 pursuant to this Agreement.

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

8
 9 ~~**XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS.**~~ **NOTIFICATION OF PUBLIC**
 10 **EVENTS AND MEETINGS**

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

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

18
 19 ~~**XX. RECORDS MANAGEMENT AND MAINTENANCE.**~~ **RECORDS MANAGEMENT AND**
 20 **MAINTENANCE**

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

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

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

32 ~~— D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,~~
 33 ~~expenditure, Drevenue, billings, etc., are prepared and maintained accurately and appropriately.~~

34 ~~— E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,~~
 35 ~~preparation, and confidentiality of records related to participant, client and/or patient records are met at~~
 36 ~~all times.~~

37 ~~— F. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the~~

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

3 ~~GE.~~ CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
4 billings, and revenues available at one (1) location within the limits of the County of Orange.

5 ~~HF.~~ CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
6 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
7 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
8 maintained by or for a covered entity that is:

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

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

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

14 ~~IG.~~ CONTRACTOR may retain ~~participant,~~ client, and/or patient documentation electronically in
15 accordance with the terms of this Agreement and common business practices. If documentation is
16 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

17 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
18 or site visit.

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

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

23 ~~J.~~ ~~H.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
24 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
25 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

26 ~~KI.~~ CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
27 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
28 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

29 ~~LJ.~~ CONTRACTOR shall retain all ~~participant,~~ client, and/or patient medical records for seven (7)
30 years following discharge of the ~~participant,~~ client and/or patient, with the exception of non-
31 emancipated minors for whom records must be kept for at least one (1) year after such minors have
32 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
33 longer.

34 ~~M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR~~
35 ~~may provide written approval to CONTRACTOR to maintain records in a single location, identified by~~
36 ~~CONTRACTOR.~~

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~~N. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

~~Ø~~

XXI. RESEARCH AND PUBLICATION

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

XX. RESEARCH AND PUBLICATION

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

XXII. REVENUE

XXI. REVENUE

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

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

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

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

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XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS

~~— A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.~~

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

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

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

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

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.

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
2 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

3 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
4 body for expenses or services.

5 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
6 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
7 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

8 7. Paying an individual salary or compensation for services at a rate in excess of the current
9 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
10 Schedule may be found at www.opm.gov.

11 8. Severance pay for separating employees.

12 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
13 codes and obtaining all necessary building permits for any associated construction.

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

16 1. Funding travel or training (excluding mileage or parking).

17 2. Making phone calls outside of the local area unless documented to be directly for the
18 purpose of client care.

19 3. Payment for grant writing, consultants, certified public accounting, or legal services.

20 4. Purchase of artwork or other items that are for decorative purposes and do not directly
21 contribute to the quality of services to be provided pursuant to this Agreement.

22 **XXV. STATUS OF CONTRACTOR**

23 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
24 wholly responsible for the manner in which it performs the services required of it by the terms of this
25 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
26 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
27 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
28 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
29 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
30 subcontractors as they relate to the services to be provided during the course and scope of their
31 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
32 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
33 to be COUNTY's employees.
34

35 **XXVI. TERM**

36 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
37

1 term of this Agreement applies. This specific Agreement shall commence as specified in the
 2 ~~Referenced~~Reference Contract Provisions of this Agreement or the execution date, whichever is later.
 3 This specific Agreement shall terminate as specified in the Referenced Contract Provisions of this
 4 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
 5 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
 6 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
 7 reporting and accounting.

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

11 **XXVII. TERMINATION**

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

14 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
 15 five (5) calendar ~~days~~days' written notice if CONTRACTOR fails to perform any of the terms of this
 16 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
 17 (30) calendar days for corrective action.

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

- 20 1. The loss by CONTRACTOR of legal capacity.
- 21 2. Cessation of services.
- 22 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 23 another entity without the prior written consent of COUNTY.
- 24 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 25 required pursuant to this Agreement.
- 26 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
 27 Agreement.
- 28 6. The continued incapacity of any physician or licensed person to perform duties required
 29 pursuant to this Agreement.
- 30 7. Unethical conduct or malpractice by any physician or licensed person providing services
 31 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
 32 removes such physician or licensed person from serving persons treated or assisted pursuant to this
 33 Agreement.

34 D. CONTINGENT FUNDING

- 35 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 36 a. The continued availability of federal, state and county funds for reimbursement of
 37 COUNTY's expenditures, and

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

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

7 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
8 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
9 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
10 term of the Agreement.

11 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
12 above, CONTRACTOR shall do the following:

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

15 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
16 performance during the remaining contract term.

17 3. Until the date of termination, continue to provide the same level of service required by this
18 Agreement.

19 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
20 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
21 orderly transfer.

22 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
23 client's best interests.

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

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

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

34 9. Provide written notice of termination of services to each client being served under this
35 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
36 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
37 day period.

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

3
4 **XXVIII. THIRD PARTY BENEFICIARY**

5 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
6 including, but not limited to, any subcontractors or any clients provided services pursuant to this
7 Agreement.

8
9 **XXIX. WAIVER OF DEFAULT OR BREACH**

10 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
11 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
12 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
13 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
14 Agreement.

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

3
4 «UC_NAME»

5 «UC_DBA»
6

7 BY: _____ DATED: _____
8

9 TITLE: _____
10

11
12 BY: _____ DATED: _____
13

14 TITLE: _____
15
16
17

18 COUNTY OF ORANGE
19

20
21 BY: _____ DATED: _____
22

23 HEALTH CARE AGENCY
24
25

26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30
31 BY: _____ DATED: _____
32

33 DEPUTY
34

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 ADULT MENTAL HEALTH PSYCHIATRIC SKILLED NURSING FACILITY SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «UC_NAME»
 8 «UC_DBA»
 9 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

11 **I. IDENTIFICATION OF SERVICES**

12 CONTRACTOR agrees to provide the following Psychiatric Skilled Nursing Facility
 13 ~~Services~~services, hereunder marked with an X, pursuant to the terms and conditions specified in the
 14 Agreement and in accordance with Exhibit B to the Agreement for the provision of such services by and
 15 between COUNTY and CONTRACTOR dated July 1, ~~2014~~2017 as hereinafter indicated.
 16 CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided
 17 by CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
19 Skilled Nursing Facility Services	<u>«OP_REC 1»</u>	<u>«OP_REC 2»</u>	<u>«OP_REC 3»</u>
22 Skilled Nursing Facility Services with 23 Special Treatment Program (SNF/STP) 24 Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
26 <u>Specialized Services</u>			
27 Hearing Impaired/Psychiatric 28 Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
30 Specialized Nursing Care Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
32 Subacute Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
34 Subacute Medical Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
36 Augmented Treatment Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>

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II. TYPE OF PAYMENTS

CONTRACTOR agrees to the compensation marked with an "X" below and as specified in Subparagraph IV of Exhibit B to the Agreement for the provision of Psychiatric Skilled Nursing Facility ~~Services~~services by and between COUNTY and CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
COUNTY Reimbursed IMD Rates	<u>«OP_REC 1»</u>	<u>«OP_REC 2»</u>	<u>«OP_REC 3»</u>
Medi-Cal Reimbursed SNF/STP Rates	<u>«OP_REC 1»</u>	<u>«OP_REC 2»</u>	<u>«OP_REC 3»</u>
Medi-Cal Reimbursed SNF Rates	<u>«OP_REC 1»</u>	<u>«OP_REC 2»</u>	<u>«OP_REC 3»</u>
<u>Specialized Services Rates</u>			
Hearing Impaired/Psychiatric Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
Specialized Nursing Care Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
Subacute Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
Subacute Medical Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>
Augmented Treatment Services	<u>«SSI_OR 1»</u>	<u>«SSI_OR 2»</u>	<u>«SSI_OR 3»</u>

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 ADULT MENTAL HEALTH PSYCHIATRIC SKILLED NURSING FACILITY SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «UC_NAME»
 8 «UC_DBA»
 9 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

10
11 **I. COMMON TERMS AND DEFINITIONS**

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

14 1. Additional Income Source means Additional Income Source and refers to all income other
15 than SSI and includes such sources of income as retirement income, disability income, trust fund
16 income, ~~Social Security income~~ SSI, Veteran's Affairs disability income, etc.

17 2. Client Day means one (1) calendar day during which CONTRACTOR provides all of the
18 services described hereunder, including the day of admission and excluding the day of discharge. If
19 admission and discharge occur on the same day, one (1) Client Day shall be charged.

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

23 4. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
24 diagnosis of Client, CONTRACTOR shall use the diagnostic codes ~~and axis~~ as specified in the most
25 current edition of the DSM published by the American Psychiatric Association.

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

31 6. LPS means Lanterman-Petris Short and refers to the Act that went into effect July 1, 1972 in
32 California. The Act in effect ended all hospital commitments by the judiciary system, except in the case
33 of criminal sentencing (e.g. convicted sexual offenders) and those who were "gravely disabled" defined
34 as unable to obtain food, clothing, or shelter. It expanded the evaluative power of psychiatrists and
35 created provisions and criteria for involuntary detentions.

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1 7. Medical Necessity means the requirements as defined in the MHP Medical Necessity for
2 Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and
3 Intervention Related Criteria.

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

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

10 b. Medication Support Services means those services provided by a licensed physician,
11 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
12 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
13 symptoms of mental illness. These services also include evaluation and documentation of the clinical
14 justification and effectiveness for use of the medication, dosage, side effects, compliance and response to
15 medication, as well as obtaining informed consent, providing medication education and plan
16 development related to the delivery of the service and/or assessment of the beneficiary.

17 9. Rehabilitation Service means an activity which includes assistance in improving,
18 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and
19 leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or
20 medication education.

21 10. Therapy means a service activity which is a therapeutic intervention that focuses primarily
22 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
23 individual or group of beneficiaries which may include family therapy in which the beneficiary is
24 present.

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

29 12. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
30 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider
31 as set forth in the HIPAA.

32 13. PHI means Protected Health Information and refers to individually identifiable health
33 information usually transmitted by electronic media, maintained in any medium as defined in the
34 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
35 created or received by a covered entity and relates to the past, present, or future physical or mental health
36 or condition of an individual, provision of health care to an individual, or the past, present, or future
37 payment for health care provided to an individual.

1 2. CONTRACTOR agrees that if the parties are unable to resolve the issue, CONTRACTOR
 2 shall give written notice to ADMINISTRATOR setting forth, in specific terms, the existence and nature
 3 of any unresolved matter or concern related to the purposes and obligations of the Agreement.
 4 ADMINISTRATOR shall be given fifteen (15) calendar days following such notice to obtain resolution
 5 of any issue(s) identified in this manner. CONTRACTOR agrees that by mutual consent this period of
 6 time may be extended to thirty (30) calendar days.

7 3. CONTRACTOR agrees that if the parties are still unable to obtain resolution of the issue,
 8 they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar
 9 days after the written notice described above to COUNTY’s Director of Behavioral Health, or designee,
 10 for final resolution.

11 B. The rights and remedies provided by this Paragraph are in addition to those provided by law to
 12 either party.

13 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Issue
 14 Resolution Paragraph of this Exhibit B to the Agreement.

15
 16 **III. PATIENTS’ RIGHTS**

17 A. CONTRACTOR shall post the current DHCS Patients’ Rights poster as well as the local MHP
 18 Complaint and Grievance posters in all threshold languages in locations readily available to patients and
 19 staff and have complaint forms and complaint envelopes readily accessible to patients.

20 B. In addition to those processes provided by COUNTY and the resident County, CONTRACTOR
 21 shall have complaint resolution and grievance processes approved by COUNTY, to which the
 22 beneficiary shall have access.

23 1. CONTRACTOR’s complaint resolution processes shall emphasize informal, easily
 24 understood steps designed to resolve disputes as quickly and simply as possible in all threshold
 25 languages.

26 2. CONTRACTOR’s complaint resolution and grievance processes shall incorporate
 27 COUNTY’s and the resident County’s grievance, patients’ rights, and utilization management guidelines
 28 and procedures.

29 C. Complaint Resolution and Grievance Process - COUNTY shall support complaint and grievance
 30 procedures in concert with the resident County that shall include the components outlined below. The
 31 resident County will handle such complaints that may include allegations of denial of rights,
 32 dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the
 33 physical plant. COUNTY will handle such complaints regarding access to care or regarding COUNTY’s
 34 Public Administrator/Public Guardian Office services.

35 1. Complaint Resolution. This process will specifically address and attempt to resolve Client
 36 complaints and concerns at CONTRACTOR’s facility.

37 //

1 2. Formal Grievance. When the Client's complaint is not resolved at CONTRACTOR's
2 facility and the Client or Client representative requests it, the complaint becomes a formal grievance.
3 The request is made to the respective Resident County or ADMINISTRATOR and represents the first
4 step in the formal grievance process.

5 3 Title IX Rights Advocacy. This process may be initiated by a Client who registers a
6 statutory rights violation or a denial or abuse complaint with COUNTY Patients' Rights Office. The
7 Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,
8 which involve COUNTY Behavioral Health Director and the State Patients' Rights Office.

9 D. CONTRACTOR agrees that Clients have recourse to initiate a complaint to CONTRACTOR,
10 appeal to the respective resident County or COUNTY's Patients' Rights Office, to file a formal
11 grievance, file a Title IX complaint. The Patients' Advocate shall advise and assist the Client,
12 investigate the cause of the complaint or grievance, and attempt to resolve the matter.

13 E. CONTRACTOR agrees that no provision of the Agreement shall be construed to replace or
14 conflict with the duties of COUNTY Patients' Rights Office pursuant to WIC Section 5500.

15 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the
16 Patients' Rights Paragraph of this Exhibit B to the Agreement.
17

18 **IV. PAYMENTS**

19 A. COUNTY REIMBURSED IMD RATES

20 1. COUNTY shall pay CONTRACTOR monthly, in arrears, at the prevailing SNF/STP daily
21 rate, as determined by the California DHCS; however, the total of all such payments to CONTRACTOR
22 and all other providers of mental health SNF/STP services shall not exceed COUNTY's Aggregate
23 Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.

24 a. COUNTY may adjust the SNF/STP daily rate of reimbursement as directed by the
25 DHCS.

26 b. COUNTY will reimburse CONTRACTOR only for services provided to Clients who
27 are certified by COUNTY as eligible to receive services and for whom there is a current COUNTY
28 treatment assessment/certification in place.

29 2. COUNTY shall collect SSI/SSP revenue. CONTRACTOR shall collect additional income
30 sources and all other revenues due the Client, conservator/guardian, or legally responsible person to
31 determine a Client share of cost. CONTRACTOR shall ensure that the Client share of cost is clearly
32 stated on the CONTRACTOR's invoice. CONTRACTOR shall deduct the Client's share of costs from
33 the amount owed to CONTRACTOR by the COUNTY.

34 a. ADMINISTRATOR shall review and approve Client's revenue and share of cost.
35 ADMINISTRATOR may adjust CONTRACTOR's monthly invoice if the appropriate revenue is not
36 stated and/or the share of cost has not been appropriately deducted from the amount due from the
37 COUNTY.

1 b. ADMINISTRATOR may authorize CONTRACTOR to use a portion of the revenue for
 2 non-covered costs such as personal and/or incidental costs for the Client's care or personal needs.
 3 ADMINISTRATOR shall monitor such costs and may adjust the invoice to ensure that the appropriate
 4 costs are deducted from the amount due from the COUNTY.

5 B. CONTRACTORs that provide Specialized Services in addition to SNF or SNF/STP Services,
 6 shall be reimbursed the prevailing SNF/STP daily rate and the following per diem rate for each
 7 Supplemental Service:

8 a. Hearing Impaired/Psychiatric Services, ~~«HEAR_IMP_RATE»~~ «HEAR_IMP_RATE»

9 b. Specialized Nursing Care Services,
 10 ~~«SPECIALIZED_NURSING_RATE»~~ «SPECIALIZED_NURSING_RATE»

11 c. Subacute Services, ~~«SUBACUTE_RATE»~~ «SUBACUTE_RATE»;

12 d. Subacute-Medical Services,
 13 ~~«SUBACUTE_MED_RATE»~~ «SUBACUTE_MED_RATE»;

14 e. Augmented Treatment Services, ~~«AUG_TRTMT_RATE»~~ «AUG TRTMT RATE»;

15 3. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and
 16 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of
 17 the month. Invoices received after the due date may not be paid within the same month. Payments to
 18 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
 19 receipt of the correctly completed invoice.

20 C. MEDI-CAL REIMBURSED SNF/STP RATES – CONTRACTORs reimbursed by Medi-Cal for
 21 SNF/STP Services provided in accordance with the Services Paragraph of this Exhibit B to the
 22 Agreement, shall invoice the State directly for those services. COUNTY shall not pay CONTRACTOR
 23 for SNF/STP Services paid directly to CONTRACTOR from the State.

24 D. MEDI-CAL REIMBURSED SNF RATES – CONTRACTORs reimbursed by Medi-Cal for
 25 SNF Services provided in accordance with the Services Paragraph of this Exhibit B to the Agreement,
 26 shall invoice the State directly for those services. COUNTY shall not pay CONTRACTOR for SNF
 27 Services paid directly to CONTRACTOR from the State.

28 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
 29 with any provision of the Agreement.

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

32 33 **V. REPORTS**

34 A. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a
 35 written special incident report referred to as a "Notable Incident Form" in accordance with the Notices
 36 Paragraph of the Agreement. Special incidents shall include, but are not limited to, a Client's suicide or
 37 attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior including

1 arrests with or without conviction, positive test results for substance ~~abuse~~use from urine screenings, or
2 any other ~~incident~~incidents which may expose COUNTY or CONTRACTOR to liability.

3 B. CONTRACTOR shall provide COUNTY copies of all DHCS surveys, including any plans of
4 correction.

5 C. STAFFING – CONTRACTOR shall submit to ADMINISTRATOR, on a quarterly basis, a list
6 of persons who provide services under the Agreement and their job descriptions. The staff list shall state
7 the employee name, job title, profession degree, and license number, if applicable.

8 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
9 ADMINISTRATOR which shall be received no later than fourteen (14) calendar days following the end
10 of the month being reported. These reports shall be on a form acceptable to, or provided by
11 ADMINISTRATOR and shall evaluate each Client’s participation and functioning in CONTRACTOR’s
12 psycho-social rehabilitation program, and readiness for discharge.

13 E. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
14 P&P’s. CONTRACTOR shall provide signature confirmation of the P&P training for each staff
15 member and place it in their personnel files.

16 F. CONTRACTOR shall obtain a NPI.

17 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI
18 for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

19 2. CONTRACTOR shall ensure that each employee who is required to obtain a NPI to
20 provide services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior
21 to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a
22 form approved or supplied by ADMINISTRATOR, all NPIs as soon as they are available.

23 G. COUNTY, as the MHP, shall provide the NPP to Client, conservator/guardian, or legally
24 responsible person at the time of the first service provided under the Agreement to individuals who are
25 covered by Medi-Cal and have not previously received services at a COUNTY operated clinic.
26 COUNTY shall also provide, upon request from Client, conservator/guardian, or legally responsible
27 person the NPP for the COUNTY, as the MHP, to any individual who received services under the
28 Agreement.

29 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports
30 Paragraph of this Exhibit B to the Agreement.

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VI. SERVICES

A. FACILITY REQUIREMENTS

1. CONTRACTOR shall maintain at least one facility as a licensed SNF which may be designated by the State as an IMD and, if providing STP Services, must be certified to provide STP Services, located at the following:

«FAC_NAME»

«FAC_ADDR»

«FAC_CSZ»

2. CONTRACTOR shall provide a facility that maintains a safe and secure treatment setting appropriate for the level of care needed by the Client.

3. CONTRACTOR's facility shall include the following:

a. Private or semi-private rooms for each Client;

b. Group room(s) with an appropriate capacity for group meetings, occupational and vocational therapy, activities, or visitors;

c. Office space for confidential medical examinations and Client interviews;

d. A supervised outside Client recreational area;

e. Office space for CONTRACTOR's nursing, psychiatric, and social services staff; and

f. Dining area.

~~4. CONTRACTOR's facility should be located where it is readily accessible by public transportation.~~

B. PERSONS TO BE SERVED

1. CONTRACTOR shall serve seriously and persistently mentally ill adults, as defined by WIC Section 5903, who are COUNTY residents that are referred by COUNTY and authorized for services under the Agreement.

2. CONTRACTOR shall admit Clients with a diagnosis that meets the diagnostic criteria identified in the current Diagnostic and Statistical Manual of Mental Disorders in need of twenty-four (24) hour skilled nursing services and who are appropriate for SNF or SNF/STP levels of care. These Clients may include persons who have histories of, or are at risk for, the following symptoms:

a. Displaying ~~assaultiveness, combativeness,~~ assaultive or combative behaviors elopement, risk of suicidality, management problems and excessive verbal abusiveness which preclude them from being admitted into a lower level of care and require intensive treatment in a secured setting, most of whom may be LPS conservatees.

b. Being gravely disabled and potentially dangerous, and may be recently discharged or diverted from State Hospitals.

#

1 c. Requiring twenty-four (24) hour nursing or medical care due to medical conditions that
2 include, but are not limited to, colostomies, open or healing wounds, ileostomies, indwelling or
3 intermittent catheterization, tube feedings, and dialysis.

4 3. CONTRACTOR shall accept all Clients referred by COUNTY when the number of
5 COUNTY Clients receiving services pursuant to the Agreement in CONTRACTOR's facility is less than
6 the number of beds contracted, pursuant to Subparagraph ~~IV~~VI.C. of this Exhibit B to the Agreement.

7 a. CONTRACTOR may request to deny admission of a Client within three (3) days of
8 COUNTY's notification of the proposed admission. Such request for denial shall be in writing and shall
9 specify the reason(s) for the request and the specific behaviors which must change in order for the Client
10 to be admitted. Such requests are subject to approval by ADMINISTRATOR.

11 b. If the number of COUNTY Clients receiving services pursuant to the Agreement in
12 CONTRACTOR's facility exceeds the number of beds specified in Subparagraph ~~IV~~VI.C. of this
13 Exhibit B to the Agreement, CONTRACTOR may deny admission of a Client based upon availability of
14 beds.

15 c. CONTRACTOR agrees to the same terms and conditions specified in the Agreement
16 for any number of Clients receiving services pursuant to the Agreement.

17 C. SERVICES PROVIDED

18 1. SNF SERVICES

19 a. CONTRACTOR shall provide a minimum of «MIN_BEDS» or «CLIENT_DAYS»
20 days within a licensed SNF ~~which may be designated as an Institution of Mental Disease.~~

21 b. CONTRACTOR shall provide SNF Services that include medication management,
22 therapy groups, activities therapy, and other Recovery focused adjunctive ~~therapy~~therapies.

23 c. CONTRACTOR shall provide twenty-four (24) hour nursing or medical care to Clients
24 due to medical conditions that include, but are not limited to, colostomies, open or healing wounds,
25 ileostomies, indwelling or intermittent catheterization, tube feedings, and dialysis.

26 d. CONTRACTOR shall coordinate Client discharge planning with ADMINISTRATOR
27 to insure orderly discharge to appropriate levels of care for Clients whom COUNTY determines are no
28 longer eligible for services. CONTRACTOR shall begin discharge planning on the day of admission
29 and include ~~opportunities to participate in community activities,~~ Client self-help groups, and contact
30 with community service providers when appropriate.

31 e. CONTRACTOR shall provide, or cause to be provided, services which shall include,
32 but not be limited to, the following:

- 33 1) Room and dietetic services;
- 34 2) Nursing services including medication administration and Client care;
- 35 3) Client activities including occupational, recreational, and vocational services,
36 prevocational preparation services, and pre-discharge planning in a therapeutic behavioral modification
37 treatment milieu with training in the following areas:

- 1 a) Life skills
- 2 b) Self-help skills
- 3 c) Strategies for coping with the symptoms of the Client's mental illness
- 4 d) Money management
- 5 e) Behavioral intervention
- 6 f) Interpersonal relationships
- 7 g) Accessing community services

8 f. CONTRACTOR shall provide psychiatric and psychological treatment and other
 9 services consistent with the treatment plans and in accordance with CCR, Title 22 and the Clients'
 10 physicians' orders ~~and guidelines.~~

11 g. CONTRACTOR shall provide dual diagnosis services for Clients with both chemical
 12 dependency and serious mental disorders which shall include programming to assist Clients in coping
 13 with their symptoms of mental illness without depending on mood altering substances.

14 h. CONTRACTOR shall ensure that Clients are full participants in any meetings
 15 governing decisions about treatment or services and should be encouraged to involve family members or
 16 friends.

17 i. CONTRACTOR shall provide support services to include the following:

- 18 1) Housekeeping;
- 19 2) Laundry;
- 20 3) Maintenance;
- 21 4) Medical records;
- 22 5) Medication order processing;
- 23 6) Access to required medical treatment;
- 24 7) Up-to-date psychopharmacology; and
- 25 8) Emergency and non-emergency medical and ambulance services;

26 ~~9) Transportation for supervised Client therapeutic outings~~

27 j. CONTRACTOR shall provide, or cause to be provided, transportation to an appropriate
 28 medical facility for Clients who are provided services hereunder and who require emergency or non-
 29 emergency medical care for illness or accident. The cost of such transportation as well as the cost of any
 30 medical care shall not be reimbursable under the Agreement.

31 k. CONTRACTOR shall coordinate the application process and prepare medical records
 32 for current Clients and any forthcoming Clients as are necessary for making application to the Disability
 33 Evaluation Division, Department of Social Services and the Social Security Administration for SSI/SSP
 34 benefits.

35 l. CONTRACTOR shall provide psychiatrist time and services regarding Conservatorship
 36 issues. This includes the annual filing of Court documents to renew Conservatorship, as well as LPS

37 #

1 Conservatorship Court appearances/testimony as requested by COUNTY. CONTRACTOR shall
2 provide medical and psychiatric records as needed for all Court appearances.

3 m. CONTRACTOR shall obtain all applicable current legal and Conservatorship
4 documents, and authorization for the release of information signed, with original signature, by the Client,
5 conservator/guardian, or legally responsible person. Such documentation shall be maintained by
6 CONTRACTOR in Client's chart.

7 n. CONTRACTOR shall track the legal status of Clients and notify COUNTY within three
8 (3) business days when Conservatorship terminates.

9 o. CONTRACTOR shall complete COUNTY's LTC Discharge Form and fax it to the
10 ADMINISTRATOR within one business day of Client discharge. CONTRACTOR shall also notify the
11 ADMINISTRATOR of the discharge by telephone call.

12 p. CONTRACTOR shall provide census data on a ~~weekly~~ monthly basis ~~to~~ or more
13 frequently as requested by the ADMINISTRATOR.

14 q. CONTRACTOR shall notify the ADMINISTRATOR by telephone whenever a County
15 Client is sent out for acute psychiatric or general medical hospital care. CONTRACTOR will notify
16 ADMINISTRATOR in writing whether the Client will be accepted back as soon as the Client is
17 stabilized and ready for return.

18 r. For each full-scope Medi-Cal beneficiary under twenty-one (21) years of age admitted,
19 CONTRACTOR shall give the beneficiary/guardian/conservator the DHCS notification materials
20 entitled, "EPSDT and TBS". CONTRACTOR shall document in the beneficiary's medical record that
21 these materials were provided.

22 2. SNF/STP SERVICES

23 a. CONTRACTOR shall provide a minimum of «MIN_BEDS» or «CLIENT_DAYS»
24 days within a licensed SNF which may be designated as an Institution of Mental Disease.

25 b. CONTRACTOR shall provide SNF/STP Services that include medication management,
26 therapy groups, activities therapy, and other Recovery focused adjunctive therapy.

27 c. CONTRACTOR shall have a written Recovery based SNF/STP plan, approved by
28 ADMINISTRATOR, which focuses on the improved social functioning for the treatment resistant
29 Client. ~~Any revision of CONTRACTOR's SNF/STP plan shall be approved in writing by~~
30 ~~ADMINISTRATOR prior to implementation.~~

31 — d. CONTRACTOR shall make an initial individual assessment/certification of each Client
32 to identify the current level of functioning and program needs of the Client. The assessment/certification
33 shall be standardized and recorded on forms approved or provided by ADMINISTRATOR, and must be
34 signed by COUNTY's Mental Health Director, or designee, within thirty (30) calendar days of
35 admission.

36 e. The initial treatment assessment/certification shall be for a period of one hundred
37 twenty (120) calendar days and may be extended in increments of one hundred twenty (120) calendar

1 days at the sole discretion of ADMINISTRATOR.

2 f. CONTRACTOR shall submit to ADMINISTRATOR a plan for continued Client
3 treatment at least thirty (30) calendar days prior to the termination of the initial, or any subsequent one
4 hundred twenty (120)-day Client treatment certification period.

5 g. At least every four (4) months, in conjunction with ADMINISTRATOR,
6 CONTRACTOR shall reassess each Client to certify the need for continued placement. This
7 assessment/certification must be signed by COUNTY's Mental Health Director or designee. Approval
8 of continued Client treatment is at the sole discretion of ADMINISTRATOR.

9 h. CONTRACTOR shall coordinate Client discharge planning with ADMINISTRATOR
10 to insure orderly discharge to appropriate levels of care for Clients whom COUNTY determines are no
11 longer eligible for services. CONTRACTOR shall begin discharge planning on the day of admission
12 and include opportunities to participate in community activities, Client self-help groups, and contact
13 with community service providers when appropriate.

14 i. CONTRACTOR shall provide, or cause to be provided, services which shall include,
15 but not be limited to, the following:

16 1) Room and dietetic services;
17 2) Nursing services including medication administration and Client care;
18 3) Client activities including occupational, recreational, and vocational services,
19 prevocational preparation services, and pre-discharge planning in a therapeutic behavioral modification
20 treatment milieu with training in the following areas:

21 a) Life skills
22 b) Self-help skills
23 c) Strategies for coping with the symptoms of the Client's mental illness
24 d) Money management
25 e) Behavioral intervention
26 f) Interpersonal relationships
27 g) Accessing community services

28 j. CONTRACTOR shall provide psychiatric and psychological treatment and other
29 services consistent with the treatment plans and in accordance with CCR, Title 22 and the Clients'
30 physicians' orders and guidelines.

31 k. CONTRACTOR shall provide dual diagnosis services for Clients with both chemical
32 dependency and serious mental disorders which shall include programming to assist Clients in coping
33 with their symptoms of mental illness without depending on mood altering substances.

34 l. CONTRACTOR shall provide service plans that are based upon an individualized
35 assessment of Client needs and preferences and include, but not be limited to, the following:

36 1) Housing;
37 2) Income support;

- 3) Vocational and educational goals;
- 4) Self-management of symptoms including the roles of medication;
- 5) Substance abuse;
- 6) Enhancement of interpersonal skills;
- 7) Relationship to significant others;
- 8) Linkages to the community; and
- 9) Survival skills

m. CONTRACTOR shall ensure that Clients are full participants in any meetings governing decisions about treatment or services and should be encouraged to involve family members or friends.

n. CONTRACTOR shall provide support services to include the following:

- 1) Housekeeping;
- 2) Laundry;
- 3) Maintenance;
- 4) Medical records;
- 5) Medication order processing;
- 6) Access to required medical treatment;
- 7) Up-to-date psychopharmacology;
- 8) Emergency and non-emergency medical and ambulance services; and
- 9) Transportation for supervised Client therapeutic outings;

o. CONTRACTOR shall provide, or cause to be provided, transportation to an appropriate medical facility for Clients who are provided services hereunder and who require emergency or non-emergency medical care for illness or accident. The cost of such transportation as well as the cost of any medical care shall not be reimbursable under the Agreement.

p. CONTRACTOR shall coordinate the application process and prepare medical records for current Clients and any forthcoming Clients as are necessary for making application to the Disability Evaluation Division, Department of Social Services and the Social Security Administration for SSI/SSP benefits.

q. CONTRACTOR shall provide psychiatrist time and services regarding Conservatorship issues. This includes the annual filing of Court documents to renew Conservatorship, as well as LPS Conservatorship Court appearances/testimony as requested by COUNTY. CONTRACTOR shall provide medical and psychiatric records as needed for all Court appearances.

r. CONTRACTOR shall provide a minimum average of twenty-seven (27) hours per week of direct group or individual program service for each client.

s. CONTRACTOR shall provide structured training regimens with individualized therapy to assist clients in the development of new skills and in modifying behaviors that prevent them from living in a lower level of care facility

1 t. CONTRACTOR shall obtain all applicable current legal and Conservatorship
2 documents, and authorization for the release of information signed, with original signature, by the Client,
3 conservator/guardian, or legally responsible person. Such documentation shall be maintained by
4 CONTRACTOR in Client's chart.

5 u. CONTRACTOR shall track the legal status of Clients and notify COUNTY within three
6 (3) business days when Conservatorship terminates.

7 v. CONTRACTOR shall complete COUNTY's LTC Discharge Form and fax it to the
8 ADMINISTRATOR within one business day of Client discharge. CONTRACTOR shall also notify the
9 ADMINISTRATOR of the discharge by telephone call.

10 w. CONTRACTOR shall provide census data on a ~~weekly~~ monthly basis ~~to~~ or more
11 frequently as requested by the ADMINISTRATOR.

12 x. CONTRACTOR shall notify the ADMINISTRATOR by telephone whenever a County
13 Client is sent out for acute psychiatric or general medical hospital care. CONTRACTOR will notify
14 ADMINISTRATOR in writing whether the Client will be accepted back as soon as the Client is
15 stabilized and ready for return.

16 y. For each full-scope Medi-Cal beneficiary under twenty-one (21) years of age admitted,
17 CONTRACTOR shall give the beneficiary/guardian/conservator the DHCS notification materials
18 entitled, "EPSDT and TBS". CONTRACTOR shall document in the beneficiary's medical record that
19 these materials were provided.

20 3. SPECIALIZED SERVICES

21 a. In addition to providing SNF or SNF/STP Services, CONTRACTOR may provide the
22 following Specialized Services: «SP_SVCS»:

- 23 1) «HEAR_IMP_MBED» Minimum beds for Hearing Impaired/Psychiatric Services;
- 24 2) «SK_NURSE_MBED» Minimum beds for Specialized Nursing Care Services;
- 25 3) «SUBACUTE_MBED» Minimum beds for Subacute Services;
- 26 4) «SUBACUTE_MED_MBED» Minimum beds for Subacute Medical Services; and
- 27 5) «AUG_TRTMT_MBED» Minimum beds for Augmented Treatment Services;

28 b. CONTRACTOR understands that Clients may require Specialized Services due to
29 medical conditions that require services that exceed the provided SNF or SNF/STP Services. These
30 Specialized Services are described as follows:

31 1) Hearing Impaired/Psychiatric Services – include, but are not limited to, specialized
32 sign language interpretation for Clients with severe hearing impairment.

33 2) Specialized Nursing Care Services - include, but are not limited to, custodial care
34 due to incontinence, assistance with eating and daily living activities due to a medical condition or
35 severe psychiatric symptoms, intensive supervision, stabilization, and treatment programming for Clients
36 removed or diverted from the State Hospital system. In addition to standard medical and psychiatric
37 work-ups, neuro-psychological evaluations shall also be performed in order to provide a baseline for

1 medications and a foundation for behaviorally oriented treatment plans directed towards increasing the
 2 quality of life of the Client and enhancing their ability to benefit from nursing care and treatment
 3 activities.

4 3) Subacute Services - include, but are not limited to, the following:

5 a) Additional mental health clinical positions to provide individual and group
 6 counseling.

7 b) A basic token economy program that identifies and rewards targeted behaviors
 8 and skills as appropriate for each Client. Cigarettes or tobacco products shall not be provided as rewards
 9 for targeted behaviors.

10 4) Subacute Medical Services - include, but are not limited to, supervision, nursing
 11 care, and programming for Clients requiring additional medical support specific to Clients' individual
 12 medical needs, continual nursing, and program monitoring and reporting. Medical conditions include,
 13 but are not limited to, Polydipsia, Human Immunodeficiency Virus – ~~Acquired~~Acquired Immune
 14 Deficiency Syndrome, Chronic Obstructive Pulmonary Disease, Diabetes, Seizure Disorders, and other
 15 medical conditions. The following additional services provided shall include, but are not limited to, the
 16 following:

17 a) Additional mental health clinical positions to provide individual and group
 18 counseling;

19 b) A basic token economy program that identifies and rewards targeted behaviors
 20 related to their medical conditions and designed to improve self-care, monitoring, and reporting.
 21 Cigarettes or tobacco products shall not be provided as rewards for targeted behaviors.

22 5) Augmented Treatment Services - include, but are not limited to, the following:

23 a) Supervision and treatment programming for Clients in transition from the
 24 Subacute Services program.

25 b) Additional mental health clinical positions to provide individual and group
 26 counseling.

27 c) A basic token economy program that identifies and rewards targeted behaviors
 28 and skills as appropriate for each Client. Cigarettes or tobacco products shall not be provided as rewards
 29 for targeted behaviors.

30 ~~—————c. CONTRACTOR shall not provide non-covered Medi-Cal services.~~

31 D. QUALITY IMPROVEMENT AND PERFORMANCE OUTCOMES

32 1. The overall goal of the SNF and SNF/STP Services program is to increase the functional
 33 levels of Clients, enabling them to transition to less restrictive levels of intervention, including
 34 independent living.

35 2. CONTRACTOR shall develop and maintain a plan for quality improvement, the overall
 36 goal of which is the maintenance of high quality care and effective utilization of services offered. This
 37 plan shall include utilization review, peer review, and medication monitoring as mandated by the DHCS.

1 This plan will contain measurable outcomes and focus on personal growth and Recovery for Clients who
 2 are functionally impaired by psychiatric symptoms with a path to treatment in less restrictive levels of
 3 care and a return to community living.

4 3. CONTRACTOR shall facilitate physician to physician consultation between
 5 CONTRACTOR physician and ADMINISTRATOR physician to review the Client's clinical course
 6 following any adverse outcome.

7 4. CONTRACTOR shall provide assistance to COUNTY in conducting its utilization and
 8 reporting functions, and medical necessity determination.

9 E. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
 10 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
 11 shall maintain documentation of such efforts which may include, but not be limited to: records of
 12 participation in COUNTY sponsored or other applicable training, recruitment and hiring Policies and
 13 Procedures, copies of literature in multiple languages and formats, as appropriate, and descriptions of
 14 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
 15 challenged.

16 F. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
 17 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
 18 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be
 19 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
 20 institution, or religious belief.

21 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the
 22 Services Paragraph of this Exhibit B to the Agreement.

23 **VII. STAFFING**

24 A. SNF Services - CONTRACTOR shall provide the required staffing positions in accordance with
 25 CCR Title 22, Division 5, Chapter 3.

26 B. SNF/STP Services - CONTRACTOR shall provide the required staffing positions in accordance
 27 with CCR Title 22, Division 5, Chapter 3, Article 4.

28 C. Specialized Services - CONTRACTOR shall, at a minimum, provide the following staffing
 29 pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement
 30 to provide Specialized Services. One (1) FTE will be equal to an average of forty (40) hours work per
 31 week.
 32 week.

33 1. Hearing Impaired/Psychiatric Services

34 a. FTE for the Psychiatrist, Medical Director, and Internal Medicine M.D. shall be
 35 consultation time non-billable to the COUNTY. Contractor shall ensure that specialized sign language
 36 interpretation services are provided for Clients with severe hearing impairment.

37 //

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
1	
2	«HEARING_PSYCH_POS_1»
3	«HEARING_PSYCH_POS_2»
4	«HEARING_PSYCH_POS_3»
5	«HEARING_PSYCH_POS_4»
6	«HEARING_PSYCH_POS_5»
7	«HEARING_PSYCH_POS_6»
8	«HEARING_PSYCH_POS_7»
9	«HEARING_PSYCH_POS_8»
10	«HEARING_PSYCH_POS_9»
11	«HEARING_PSYCH_POS_10»
12	TOTAL FTEs
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2. Specialized Nursing Care Services

a. FTE for the Psychiatrist, Medical Director, and Internal Medicine M.D. shall be consultation time non-billable to the COUNTY.

<u>CLINICAL STAFFING</u>	<u>FTEs</u>
18	
19	«SPEC_NURS_POS_1»
20	«SPEC_NURS_POS_2»
21	«SPEC_NURS_POS_3»
22	«SPEC_NURS_POS_4»
23	«SPEC_NURS_POS_5»
24	«SPEC_NURS_POS_6»
25	«SPEC_NURS_POS_7»
26	«SPEC_NURS_POS_8»
27	«SPEC_NURS_POS_9»
28	«SPEC_NURS_POS_10»
29	TOTAL FTEs
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3. Subacute Services

- a. The Clinical Director shall be a licensed mental health professional.
- b. 4.70 FTE of mental health clinical positions shall provide individual and group counseling.
- c. CONTRACTOR shall maintain a staff-to-patient ratio of 1:5.

36 //
37 //

	<u>CLINICAL STAFFING</u>	<u>FTEs</u>
1		
2	«SUBACUTE_POS_1»	«SUBACUTE_FTE_1»
3	«SUBACUTE_POS_2»	«SUBACUTE_FTE_2»
4	«SUBACUTE_POS_3»	«SUBACUTE_FTE_3»
5	«SUBACUTE_POS_4»	«SUBACUTE_FTE_4»
6	«SUBACUTE_POS_5»	«SUBACUTE_FTE_5»
7	«SUBACUTE_POS_6»	«SUBACUTE_FTE_6»
8	«SUBACUTE_POS_7»	«SUBACUTE_FTE_7»
9	«SUBACUTE_POS_8»	«SUBACUTE_FTE_8»
10	«SUBACUTE_POS_9»	«SUBACUTE_FTE_9»
11	«SUBACUTE_POS_10»	«SUBACUTE_FTE_10»
12	TOTAL FTEs	0.00

13

14 4. Subacute –Medical Services

- 15 a. CONTRACTOR shall maintain a staff-to-patient ratio of 1:3.
- 16 b. 1.50 FTE of mental health clinical positions shall provide individual and group
- 17 counseling.

	<u>CLINICAL STAFFING</u>	<u>FTEs</u>
19		
20	«SUB_MED_POS_1»	«SUB_MED_FTE_1»
21	«SUB_MED_POS_2»	«SUB_MED_FTE_2»
22	«SUB_MED_POS_3»	«SUB_MED_FTE_3»
23	«SUB_MED_POS_4»	«SUB_MED_FTE_4»
24	«SUB_MED_POS_5»	«SUB_MED_FTE_5»
25	«SUB_MED_POS_6»	«SUB_MED_FTE_6»
26	«SUB_MED_POS_7»	«SUB_MED_FTE_7»
27	«SUB_MED_POS_8»	«SUB_MED_FTE_8»
28	«SUB_MED_POS_9»	«SUB_MED_FTE_9»
29	«SUB_MED_POS_10»	«SUB_MED_FTE_10»
30	TOTAL FTEs	0.00

31

32 5. Augmented Treatment Services

- 33 a. The Clinical Director shall be a licensed clinical psychologist.
- 34 b. 1.50 FTE of mental health clinical positions shall provide individual and group
- 35 counseling.
- 36 c. CONTRACTOR shall maintain a counseling staff-to-patient ratio of 1:6.

37 //

	<u>CLINICAL STAFFING</u>	<u>FTEs</u>
1		
2	«AUG_TRTMT_POS_1»	«AUG_TRTMT_FTE_1»
3	«AUG_TRTMT_POS_2»	«AUG_TRTMT_FTE_2»
4	«AUG_TRTMT_POS_3»	«AUG_TRTMT_FTE_3»
5	«AUG_TRTMT_POS_4»	«AUG_TRTMT_FTE_4»
6	«AUG_TRTMT_POS_5»	«AUG_TRTMT_FTE_5»
7	«AUG_TRTMT_POS_6»	«AUG_TRTMT_FTE_6»
8	«AUG_TRTMT_POS_7»	«AUG_TRTMT_FTE_7»
9	«AUG_TRTMT_POS_8»	«AUG_TRTMT_FTE_8»
10	«AUG_TRTMT_POS_9»	«AUG_TRTMT_FTE_9»
11	«AUG_TRTMT_POS_10»	«AUG_TRTMT_FTE_10»
12	TOTAL FTEs	0.00

13
14 D. CONTRACTOR shall adhere to the following requirements at each facility:

15 1. All therapeutic treatment activities shall be carried out by personnel with appropriate
16 specialized mental health training.

17 2. Documentation of employment qualifications and job descriptions which include duties and
18 responsibilities bilingual/bicultural capabilities, and proof of licensure, if appropriate, for each staff
19 position.

20 3. A written policy for the use of volunteers and part-time student interns which may augment
21 paid staff. An intern is a person enrolled in an accredited undergraduate or graduate level program in a
22 health care or mental health discipline or a related field.

23 4. Make available to ADMINISTRATOR, upon request, a list of the persons who provide
24 services under the Agreement. The list must include the name, title, professional degree, license number
25 (if applicable) and job description of each person.

26 5. Provide additional administrative/support staff as necessary to all programs.

27 E. CONTRACTOR shall provide effective administrative management of the budget, staffing,
28 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
29 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possesses the
30 qualifications and capacity to perform all delegated responsibilities. Responsibilities include, but are not
31 limited to the following:

32 1. Designate the responsible position(s) in your organization for managing the funds allocated
33 to this program;

34 2. Maximize the use of the allocated funds;

35 3. Ensure timely and accurate reporting of monthly expenditures;

36 4. Maintain appropriate staffing levels;

37

- 1 5. Request budget and/or staffing modifications to the Agreement;
- 2 6. Effectively communicate and monitor the program for its success;
- 3 7. Track and report expenditures electronically;
- 4 8. Maintain electronic and telephone communication between key staff and the Contract and
- 5 Program Administrators; and
- 6 9. Act quickly to identify and solve problems.
- 7 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Staffing
- 8 Paragraph of this Exhibit B to the Agreement.

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1 EXHIBIT C
2 TO AGREEMENT FOR PROVISION OF
3 ADULT MENTAL HEALTH PSYCHIATRIC SKILLED NURSING FACILITY SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «UC_NAME»
8 «UC_DBA»
9 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

4 B. DEFINITIONS

5 1. “Administrative Safeguards” are administrative actions, and policies and procedures, to
 6 manage the selection, development, implementation, and maintenance of security measures to protect
 7 electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection
 8 of that information.

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

1 6. “Health Care Operations” shall have the meaning given to such term under the HIPAA
2 Privacy Rule in 45 CFR § 164.501.

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

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

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

11 10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
12 160.103.

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

15 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or
16 his or her designee.

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

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

24 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

26 16. “Technical ~~Safeguards~~ safeguards” means the technology and the policy and procedures for
27 its use that protect electronic PHI and control access to it.

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

32 18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
33 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

6 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
7 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
8 B.2.a above.

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
12 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
14 CONTRACTOR shall develop and maintain a written information privacy and security program that
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
16 CONTRACTOR's operations and the nature and scope of its activities.

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

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

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

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

18 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
19 to enable continuation of critical business processes and protection of the security of PHI COUNTY
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
21 COUNTY kept in an electronic format in the event of an emergency. Emergency means any
22 circumstance or situation that causes normal computer operations to become unavailable for use in
23 performing the work required under this Agreement for more than 24 hours.

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

30 5. Paper Document Controls

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

37 //

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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

32 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
33 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
34 notification within 24 hours of the oral notification.

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

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

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

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

7 2) A description of the types of Unsecured PHI that were involved in the Breach (such
 8 as whether full name, social security number, date of birth, home address, account number, diagnosis,
 9 disability code, or other types of information were involved);

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

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

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

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
 17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
 18 COUNTY.

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

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

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

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

36 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
 37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

19 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
20 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
21 CONTRACTOR.

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

24 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
25 consistent with the minimum necessary policies and procedures of COUNTY.

26 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
27 required by law.

28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
37 17935(d)(2).

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within ~~thirty (30) calendar or business~~ 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.

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1 EXHIBIT D
 2 TO AGREEMENT FOR PROVISION OF
 3 ADULT MENTAL HEALTH ~~INTENSIVE RESIDENTIAL~~ PSYCHIATRIC SKILLED NURSING
 4 FACILITY SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME»
 9 «~~UC_DBA~~»
 10 «UC_DBA»
 11 JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2019

13 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

16 A. DEFINITIONS

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

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

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

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

26 5. "IEA" shall mean the ~~IEA~~ Information Exchange Agreement currently in effect between the
 27 SSA and DHCS.

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

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

35 8. "PI" shall have the meaning given to such term in ~~CCC~~ California Civil Code § 1798.3(a).

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

1 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
 2 or tribal inspector general, or an administrative body authorized to require the production of
 3 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
 4 participation with respect to health care providers participating in the program, and statutes or
 5 regulations that require the production of information, including statutes or regulations that require such
 6 information if payment is sought under a government program providing public benefits.

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

10 B. TERMS OF AGREEMENT

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

15 2. Responsibilities of CONTRACTOR

16 CONTRACTOR agrees:

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

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

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

32 1) -Complying with all of the data system security precautions listed in
 33 ~~Subparagraph~~ subparagraph E of the Business Associate Contract, Exhibit ~~CB~~ to the Agreement; and

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

1 3) -If the data obtained by CONTRACTOR from COUNTY includes PII,
 2 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
 3 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
 4 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
 5 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
 6 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
 7 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
 8 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
 9 to the same requirements for privacy and security safeguards for confidential data that apply to
 10 CONTRACTOR with respect to such information.

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

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

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

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

29 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
 30 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
 31 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
 32 and PII or security incident in accordance with subparagraph F, of the Business Associate Contract,
 33 Exhibit CB to the Agreement.

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