

~~AGREEMENT~~ FIRST AMENDMENT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERISTY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE,
DEPARTMENT OF PSYCHIATRY
JULY 1, 2018 THROUGH JUNE 30, 2021

THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of July ~~2018~~2019 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and THE REGENTS OF THE UNIVERISTY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE, DPEARTMENT OF PSYCHIATRY (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Amendment, along with the original Agreement, shall continue to be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, on May 08, 2018, the COUNTY ~~wishes to contract~~ authorized an Agreement with CONTRACTOR for the provision of Physician Services ~~described herein to the residents of Orange County~~ for the period July 1, 2018 through June 30, 2021; and

WHEREAS, on July 1, 2019 ADMINISTRATOR authorized an increase of the Agreement amount in the amount of \$758,314 from \$225,843 to \$605,000 for Period Two and from \$225,843 to \$605,000 for Period Three, for a revised total Maximum Obligation of \$1,435,843; and

WHEREAS, CONTRACTOR ~~is agreeable~~ desires to ~~the rendering of such~~ accept the additional funding and agree to provide additional services ~~on~~ pursuant to the terms and conditions ~~hereinafter set forth;~~ of the original Agreement and scope of work;

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

CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	4
I. Acronyms	6
II. Alteration of Terms	7
III. Compliance.....	7
IV. Confidentiality.....	11
V. Delegation, Assignment and Subcontracts	12
VI. Employee Eligibility Verification	13
VII. Expenditure and Revenue Report	13
VIII. Facilities, Payments and Services	14
IX. Indemnification and Insurance.....	14
X. Inspections and Audits	18
XI. Licenses and Laws.....	20
XII. Literature, Advertisements, and Social Media	21
XIII. Maximum Obligation.....	22
XIV. Minimum Wage Law	22
XV. Nondiscrimination.....	22
XVI. Notices.....	24
XVII. Notification of Death.....	25
XVIII. Notification of Public Events and Meetings.....	26
XIX. Records Management and Maintenance.....	26
XX. Research and Publication.....	28
XXI. Revenue	28
XXII. Severability.....	28
XXIII. Special Provisions	28
XXIV. Status of Contractor.....	29
XXV. Term	30
XXVI. Termination	30
XXVII. Third Party Beneficiary	31
XXVIII. Waiver of Default or Breach.....	32
XXIX. The Regents.....	32
Signature Page	33

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2018 through June 30, 2021

Period One means the period from July 1, 2018 through June 30, 2019

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

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

Maximum Obligation: ~~\$677,529~~~~Period One Maximum Obligation: \$225,843~~~~Period Two Maximum Obligation: 225,843~~~~Period Three Maximum Obligation: 225,843~~~~TOTAL MAXIMUM OBLIGATION: \$677,529~~\$1,435,843

Period One Maximum Obligation:	\$ 225,843
Period Two Maximum Obligation:	605,000
Period Three Maximum Obligation:	605,000
TOTAL MAXIMUM OBLIGATION:	\$1,435,843

Basis for Reimbursement: Negotiated Rate Amount**Payment Method:** Quarterly in Arrears**CONTRACTORS DUNS Number:** N/A**CONTRACTORS TAX ID Number:** 95-4482087**Notices to COUNTY and CONTRACTOR:**

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

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1 | CONTRACTOR: University of California, Irvine
2 | School of Medicine, Department of Psychiatry
3 | 333 City Boulevard West, Suite 200
4 | Orange, CA 92868
5 | Teresa Conk, Associate Vice Chancellor for Clinical Integration
6 | tconk@uci.edu
7 | Connie Wong, Director, Contracting
8 | connie.wong@uci.edu
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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:

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4	A. ABC	Allied Behavioral Care
5	B. AES	Advanced Encryption Standards
6	C. ARRA	American Recovery and Reinvestment Act
7	D. BBS	Board of Behavioral Sciences
8	E. BCP	Business Continuity Plan
9	F. CCC	California Civil Code
10	G. CCR	California Code of Regulations
11	H. CD/DVD	Compact Disc/Digital Video or Versatile Disc
12	I. CYBH	Children and Youth Behavioral Health
13	J. CEO	County Executive Office
14	K. CFR	Code of Federal Regulations
15	L. CHHS	California Health and Human Services Agency
16	M. CHPP	COUNTY HIPAA Policies and Procedures
17	N. CIPA	California Information Practices Act
18	O. CMPPA	Computer Matching and Privacy Protection
19	P. COI	Certificate of Insurance
20	Q. DHCS	Department of Health Care Services
21	R. DoD	Department of Defense
22	S. DRP	Disaster Recovery Plan
23	T. DRS	Designated Record Set
24	U. DSM	Diagnostic and Statistical Manual of Mental Disorders
25	V. E-Mail	Electronic Mail
26	W. EHR	Electronic Health Record
27	X. ePHI	Electronic Protected Health Information
28	Y. FIPS	Federal Information Processing Standards
29	Z. GAAP	Generally Accepted Accounting Principles
30	AA. HCA	Health Care Agency
31	AB. HHS	Health and Human Services
32	AC. HIPAA	Health Insurance Portability and Accountability Act of 1996,
33		Public Law 104-191
34	AD. HSC	California Health and Safety Code
35	AE. IEA	Information Exchange Agreement
36	AF. ISO	Insurance Services Office
37	AG. MHIS	Mental Health Inpatient Services

1	AH. NPI	National Provider Identifier
2	AI. NPP	Notice of Privacy Practices
3	AJ. OIG	Office of Inspector General
4	AK. OMB	Office of Management and Budget
5	AL. OPM	Federal Office of Personnel Management
6	AM. P&P	Policies and Procedures
7	AN. PC	State of California Penal Code
8	AO. PHI	Protected Health Information
9	AP. PII	Personally Identifiable Information
10	AQ. PRA	Public Record Act
11	AR. SIR	Self-Insured Retention
12	AS. SSA	Social Services Agency
13	AT. TAR	Treatment Authorization Request
14	AU. HITECH Act	Health Information Technology for Economic and Clinical Health Act,
15		Public Law 111-005
16	AV. UMDAP	Universal Method of Determining Ability to Pay
17	AW. UOS	Unit of Service
18	AX. USC	United States Code
19	AY. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

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

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1 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 2 Compliance Program and Code of Conduct, or Compliance related policies and procedures.
 3 CONTRACTOR's Compliance Program and Code of Conduct, or Compliance related policies and
 4 procedures, shall be verified by ADMINISTRATOR's Compliance Department to ensure they include
 5 all required elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph III
 6 (COMPLIANCE). These elements include:

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

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

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

33 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 34 CONTRACTOR's Compliance Program and Code of Conduct, or Compliance related policies and
 35 procedures, contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 36 relative to this Agreement are made aware of CONTRACTOR's Compliance Program and Code of

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1 Conduct, or Compliance related policies and procedures, and contact information for the
2 ADMINISTRATOR's Compliance Program.

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

10 1. For purposes of this Paragraph III (COMPLIANCE), Covered Individuals includes all
11 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health
12 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR
13 pursuant to this Agreement. Notwithstanding the above, this term does not include part-time or per-
14 diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected
15 to work more than one hundred sixty (160) hours per year; except that any such individuals shall become
16 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
17 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
18 made aware of ADMINISTRATOR's Compliance Program and Code of Conduct, or Compliance
19 related policies and procedures (or CONTRACTOR's own Compliance Program and Code of Conduct,
20 or Compliance related policies and procedures if CONTRACTOR has elected to use its own).

21 2. An Ineligible Person shall be any individual or entity who:
22 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
23 federal and state health care programs; or
24 b. has been convicted of a criminal offense related to the provision of health care items or
25 services and has not been reinstated in the federal and state health care programs after a period of
26 exclusion, suspension, debarment, or ineligibility.

27 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
28 CONTRACTOR shall not hire or engage any Ineligible Person to provide services pursuant to this
29 Agreement.

30 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
31 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
32 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
33 State of California health programs and have not been excluded or debarred from participation in any
34 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
35 any Ineligible Person in their employ or under contract directly providing services pursuant to this
36 Agreement.

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

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

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

19 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
20 Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

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

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

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

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

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

13 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

19 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 20 prior written consent of COUNTY.

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

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

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

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

7 C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by
8 means of subcontracts, provided such subcontracts are approved in advance, in writing by
9 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
10 under subcontract.

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

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

16
17 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

27
28 **VII EXPENDITURE AND REVENUE REPORT**

29 A. No later than sixty (60) calendar days following termination of each period or fiscal year of this
30 Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
31 Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in
32 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

33 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term
34 of this Agreement.

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1 | endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
2 | Agreement have been complied with and to maintain such insurance coverage, or a program of self-
3 | insurance, during the entire term of this Agreement. In addition, all subcontractors performing work on
4 | behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms
5 | and conditions as set forth herein for CONTRACTOR, if CONTRACTOR utilizes subcontractors.

6 | E. All SIRs shall be clearly stated on the COI. If CONTRACTOR is self-insured, CONTRACTOR,
7 | in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to
8 | all of the following:

9 | F. If CONTRACTOR fails to maintain insurance, or a program of self-insurance as required in this
10 | Paragraph IX (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement,
11 | COUNTY may terminate this Agreement.

12 | G. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits*</u>
Commercial General Liability	\$2,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$2,000,000 per claims made \$5,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

*Limits of insurance can be satisfied with a combination of self-insurance, primary, and excess/umbrella insurance

I. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

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

J. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

11 L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
12 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,
13 agents and employees.

14 M. CONTRACTOR shall notify COUNTY within thirty (30) calendar days of any policy
15 cancellation and within ten (10) calendar days for non-payment of premium. Failure to provide written
16 notice of cancellation may constitute a breach of CONTRACTOR's obligation hereunder and ground for
17 COUNTY to terminate this Agreement.

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

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

23 P. Throughout the term of this Agreement and upon mutual written agreement between COUNTY
24 and CONTRACTOR, the insurance minimum limits and coverage may be increased or decreased. Any
25 increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate
26 to adequately protect COUNTY.

27 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
28 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
29 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure may
30 constitute a breach, and COUNTY shall be entitled to all legal remedies.

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

34 S. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

1 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
2 changes to any of the insurance types as set forth in Subparagraph G, above.

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

5 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
6 provisions stipulated in this Agreement within five (5) days after written notice (the "Insurance Default
7 Notice") from ADMINISTRATOR of CONTRACTORS failure to submit such COI and endorsements
8 by the above specified due dates, then ADMINISTRATOR shall have sole discretion to impose one or
9 both of the following:

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

14 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
15 COI or endorsement for each business day following the fifth (5th) day after the Insurance Default
16 Notice and until such time that the required COI and endorsements that meet the insurance provisions
17 stipulated in this Agreement are submitted to ADMINISTRATOR.

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

21 5. COUNTY attests that it is self-insured or maintains policies of insurance placed with
22 reputable insurance companies licensed to do business in the State of California which insures the perils
23 of bodily injury, medical, professional liability, and property damage. Upon request by
24 CONTRACTOR, COUNTY shall provide evidence of such coverage.

25 26 **X. INSPECTIONS AND AUDITS**

27 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
28 of the State of California, the Secretary of the United States Department of HHS, the Comptroller
29 General of the United States, or any other of their authorized representatives, shall have access to any
30 books, documents, and records, including but not limited to, financial statements, general ledgers,
31 relevant accounting systems, medical and client records (provided such disclosure is permitted under
32 HIPAA, as defined in subject to Article X, Paragraph C of this Agreement, and all other applicable
33 privacy laws and regulations), of CONTRACTOR that are directly pertinent to this Agreement, for the
34 purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or
35 examination, or making transcripts during the periods of retention set forth in the Records Management
36 and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or
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1 otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are
2 provided.

3 1. These audits, reviews, evaluations, or examinations may include, but are not limited to, the
4 following:

5 a. Level and quality of care, including the necessity and appropriateness of the services
6 provided.

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

8 c. Compliance with COUNTY Client Grievances Procedures.

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

10 2. COUNTY shall provide CONTRACTOR with at least seventy-two (72) hours' notice of
11 such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may
12 be made in those situations where arrangement of an appointment beforehand is not possible or is
13 inappropriate due to the nature of the inspection or evaluation.

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

18 C. AUDIT RESPONSE

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

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

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

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XI. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

1. ARRA of 2009.
2. WIC, Divisions 5, 6 and 9.
3. State of HSC, §§1250 et seq.
4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
5. CCR, Title 9, Title 17, and Title 22.
6. CFR, Title 42 and Title 45.
7. USC Title 42.
8. Federal Social Security Act, Title XVIII and Title XIX.

9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
12. 31 USC 7501.70, Federal Single Audit Act of 1984.
13. P&Ps set forth in MHSA.
14. P&Ps set forth in DHCS Letters.
15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
16. OMB Circulars A-87, A-89, A-110, A-122.

XII. 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. Both Parties agree that they will not use the name(s), symbols, trademarks or service marks, presently existing or later established, of the other party nor its employees in any advertisement, press release, or publicity with reference to this Agreement without prior written approval of the other party's authorized official. Requests for approval shall be made to COUNTY's or to CONTRACTOR's signatory to this Agreement. CONTRACTOR may represent itself as a contracted provider of services under this Agreement. ADMINISTRATOR may include reference to services provided under this Agreement using federal, state, and county funds

C. 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.

D. 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.

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

XIII MAXIMUM OBLIGATION

The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement.

XIV. MINIMUM WAGE LAWS

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

B. 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.

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

XV. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

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

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

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

28 1. Denying a client or potential client any service, benefit, or accommodation.
29 2. Providing any service or benefit to a client which is different or is provided in a different
30 manner or at a different time from that provided to other clients.

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

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

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

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1 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
 2 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints
 3 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor,
 4 ADMINISTRATOR, and/or COUNTY’s Patient’s Rights Office.

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

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

11 b. Throughout the problem resolution and grievance process, client rights shall be
 12 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be
 13 informed of their right to access the Patients’ Rights Office at any time.

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

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

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

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

31 **XVI. NOTICES**

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

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

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- 2. When faxed, transmission confirmed;
- 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, promptly after 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.

XVII. NOTIFICATION OF DEATH

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

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related

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1 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
2 Notification of Death Paragraph.

4 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

12 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

24 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
25 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

26 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
27 preparation, and confidentiality of records related to participant, client and/or patient records are met at
28 all times.

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

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

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

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

4 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
5 accordance with the terms of this Agreement and common business practices. If documentation is
6 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

16 I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
17 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
18 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

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

23 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
24 commencement of the contract, unless a longer period is required due to legal proceedings such as
25 litigations and/or settlement of claims.

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

28 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
29 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
30 CONTRACTOR.

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

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

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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.

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

5 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
6 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
7 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 10. Supplanting current funding for existing services.

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

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

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

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

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

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24 **XXIV. STATUS OF CONTRACTOR**

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

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XXV. TERM

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

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

XXVI. TERMINATION

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

B. Unless otherwise specified in this Agreement, a Party may terminate this Agreement upon five (5) calendar day written notice if the other Party fails to perform any of the terms of this Agreement. At a Party's sole discretion, the breaching Party may be allowed up to thirty (30) calendar days for corrective action.

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

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

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D. CONTINGENT FUNDING

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

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

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

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

E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination, CONTRACTOR shall do the following:

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

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance.

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

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to affect an orderly transfer.

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

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

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

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

XXVII. THIRD PARTY BENEFICIARY

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

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XXVIII. WAIVER OF DEFAULT OR BREACH

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

XXIX. THE REGENTS

A. COUNTY acknowledges that the Regents of the University of California (“The Regents”) has entered into this Agreement solely on behalf of and with respect to the University of California, Irvine School of Medicine, Department of Psychiatry, and not on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or operated by, or affiliated with, The Regents, including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the foregoing, COUNTY further acknowledges and agrees that, notwithstanding any other provision contained in this Agreement:

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

2. None of the Excluded UC Affiliates shall constitute or be deemed to constitute an affiliate of the Regents or of the University of California, Irvine School of Medicine, Department of Psychiatry for any purpose under this Agreement; and

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

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

3
4 THE REGENTS OF THE UNIVERISTY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
5 SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF
6 CALIFORNIA, IRVINE SCHOOL OF MEDICINE, DEPARTMENT OF PSYCHIATRY
7

8 BY: _____ DATED: _____

9
10 TITLE: _____

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13 BY: _____ DATED: _____

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15 TITLE: _____

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19 COUNTY OF ORANGE

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21
22 BY: _____ DATED: _____

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 DEPUTY

33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERISTY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE,
DEPARTMENT OF PSYCHIATRY
JULY 1, 2018 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

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

B. Activities of Daily Living (ADL) means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

D. Advisory Board means a client-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center’s rules of conduct.

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

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

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

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

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

10 G. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24
11 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric
12 crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis
13 stabilization treatment, and referral to the appropriate level of continuing care. As a designated
14 outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

15 H. Data Collection System means software designed for collection, tracking and reporting
16 outcomes data for clients enrolled in the FSP Programs.

17 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three
18 months in the approved data collection system.

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

27 3. Data Certification means the process of reviewing State and COUNTY mandated outcome
28 data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is
29 accurate.

30 4. KET means the tracking of a client's movement or changes in the approved data collection
31 system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a
32 change from previous client status in certain categories. These categories include: residential status,
33 employment status, education and benefits establishment.

34 5. PAF means the baseline assessment for each client that must be completed and entered into
35 data collection system within thirty (30) days of the Partnership date.

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1 I. Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and
2 case management services to those clients who seek services in the COUNTY operated outpatient
3 programs.

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

10 K. Crisis Assessment Team (CAT) means a team of clinicians who provide mobile response,
11 including mental health evaluations/assessment, for those experiencing a mental health crisis, on a
12 twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide
13 diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to
14 mental health services.

15 L. Certified Reviewer means an individual that obtains certification by completing all requirements
16 set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

17 M. Client or Consumer means an individual, referred by COUNTY or enrolled in
18 CONTRACTOR's program for services under this Agreement, who experiences chronic mental illness.

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

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

25 P. Diagnosis means the definition of the nature of the client's disorder. When formulating the
26 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
27 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
28 recorded on all IRIS documents, as appropriate.

29 Q. Direct Service Hours (DSH) means a measure in minutes that a clinician spends providing client
30 services. DSH credit is obtained for providing mental health, case management, medication support and
31 a crisis intervention service to any client open in the IRIS which includes both billable and non-billable
32 services.

33 R. Engagement means the process by which a trusting relationship between worker and client(s) is
34 established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is
35 the objective of a successful outreach.

36 S. Face-to-Face means an encounter between client and provider where they are both physically
37 present.

1 T. Full-Service Partnership (FSP)

2 1. A FSP means a type of program described by the State in the requirements for the
 3 COUNTY plan for use of MHSA funds and which includes clients being a full partner in the
 4 development and implementation of their treatment plan. A FSP is an evidence-based and strength-
 5 based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be
 6 established including the client, psychiatrist, and PSC. Whenever possible, these multidisciplinary
 7 teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer
 8 specialist, and family members. The ideal client to staff ratio will be in the range of fifteen (15) to
 9 twenty (20) to one (1), ensuring relationship building and intense service delivery. Services will include,
 10 but not be limited to, the following:

- 11 a. Crisis management;
- 12 b. Housing Services;
- 13 c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 14 d. Community-based Wraparound Recovery Services;
- 15 e. Vocational and Educational services;
- 16 f. Job Coaching/Developing;
- 17 g. Consumer employment;
- 18 h. Money management/Representative Payee support;
- 19 i. Flexible Fund account for immediate needs;
- 20 j. Transportation;
- 21 k. Illness education and self-management;
- 22 l. Medication Support;
- 23 m. Dual Diagnosis Services;
- 24 n. Linkage to financial benefits/entitlements;
- 25 o. Family and Peer Support; and
- 26 p. Supportive socialization and meaningful community roles.

27 2. Client services are focused on recovery and harm reduction to encourage the highest level
 28 of client empowerment and independence achievable. PSC's will meet with the consumer in their
 29 current community setting and will develop a supportive relationship with the individual served.
 30 Substance abuse treatment will be integrated into services and provided by the client's team to
 31 individuals with a co-occurring disorder.

32 3. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including
 33 those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals.
 34 Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs
 35 is to assist the consumer's progress through pre-determined quality of life outcome domains (housing,
 36 decreased jail, decreased hospitalization, increased education involvement, increased employment
 37 opportunities and retention, linkage to medical providers, etc.) and become more independent and

1 self-sufficient as consumers move through the continuum of recovery and evidence by progressing to
2 lower level of care or out of the “intensive case management need” category.

3 U. Housing Specialist means a specialized position dedicated to developing the full array of
4 housing options for their program and monitoring their suitability for the population served in
5 accordance with the minimal housing standards policy set by the COUNTY for their program. This
6 individual is also responsible for assisting consumers with applications to low income housing, housing
7 subsidies, senior housing, etc.

8 V. Individual Services and Support Funds - Flexible Funds means funds intended for use to
9 provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment
10 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
11 housing, client transportation, food, clothing, medical and miscellaneous expenditures that are
12 individualized and appropriate to support client’s mental health treatment activities.

13 W. Intake means the initial meeting between a client and CONTRACTOR’s staff and includes an
14 evaluation to determine if the client meets program criteria and is willing to seek services.

15 X. Intern means an individual enrolled in an accredited graduate program accumulating clinically
16 supervised work experience hours as part of field work, internship, or practicum requirements.
17 Acceptable graduate programs include all programs that assist the student in meeting the educational
18 requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.

19 Y. Integrated Records Information System (IRIS) means a collection of applications and databases
20 that includes functionality such as registration and scheduling, laboratory information system, billing
21 and reporting capabilities, compliance with regulatory requirements, electronic medical records and
22 other relevant applications.

23 Z. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
24 employment opportunities for the clients and matching the job to the client’s strengths, abilities, desires,
25 and goals. This position will also integrate knowledge about career development and job preparation to
26 ensure successful job retention and satisfaction of both employer and employee.

27 AA. Marriage and Family Therapist (MFT) means an individual who meets the minimum
28 professional and licensure requirements set forth in CCR, Title 9, Section 625.

29 AB. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity
30 for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria
31 and intervention related criteria.

32 AC. Mental Health Rehabilitation Specialist means an individual who has a Bachelor’s Degree and
33 four years of experience in a mental health setting as a specialist in the fields of physical restoration,
34 social adjustment and/or vocational adjustment.

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

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

4 2. Collateral means a significant support person in a beneficiary's life and is used to define
5 services provided to them with the intent of improving or maintaining the mental health status of the
6 client. The beneficiary may or may not be present for this service activity.

7 3. Co-Occurring see DD Integrated Treatment Model-below

8 4. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf
9 of a client for a condition which requires more timely response than a regularly scheduled visit. Service
10 activities may include, but are not limited to, assessment, collateral and therapy.

11 5. Dual Diagnosis (DD) Integrated Treatment Model means that the program uses a stage-wise
12 treatment model that is non-confrontational, follows behavioral principles, considers interactions
13 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
14 and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
15 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.
16 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
17 setting at the same time.

18 6. Medication Support Services means those services provided by a licensed physician, RN, or
19 other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of
20 psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental
21 illness. These services also include evaluation and documentation of the clinical justification and
22 effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as
23 well as obtaining informed consent, providing medication education and plan development related to the
24 delivery of the service and/or assessment of the beneficiary.

25 7. Rehabilitation Service means an activity which includes assistance in improving,
26 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
27 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
28 medication education.

29 8. Targeted Case Management (TCM) means services that assist a beneficiary to access
30 needed medical, educational, social, prevocational, vocational, rehabilitative, or other community
31 services. The service activities may include, but are not limited to, communication, coordination and
32 referral; monitoring service delivery to ensure beneficiary access to service and the service delivery
33 system; monitoring of the beneficiary's progress; and plan development.

34 9. Therapy means a service activity which is a therapeutic intervention that focuses primarily
35 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
36 individual or group of beneficiaries which may include family therapy in which the beneficiary is
37 present.

1 AE. Mental Health Services Act (MHSA) means the law that provides funding for expanded
2 community mental health services. It is also known as “Proposition 63.”

3 AF. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental
4 health field or has a high school diploma and two (2) years of experience delivering services in a mental
5 health field.

6 AG. Milestones of Recovery Scale (MORS) is a recovery scale that COUNTY will be using for
7 Adult mental health programs in COUNTY. The scale will provide the means of assigning consumers
8 to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used
9 today. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service
10 needed by participating members. The scale will be used to create a map of the system by determining
11 which milestone(s) or level of recovery (based on the MORS) are the target groups for different
12 programs across the continuum of programs and services offered by ADMINISTRATOR.

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

17 AI. Notice of Action (NOA)-A means a Medi-Cal requirement that informs the beneficiary that
18 he/she is not entitled to any specialty mental health service. The COUNTY has expanded the
19 requirement for an NOA-A to all individuals requesting an assessment for services and found not to
20 meet the medical necessity criteria for specialty mental health services.

21 AJ. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and
22 disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set
23 forth in HIPAA.

24 AK. Outreach means the outreach to potential clients to link them to appropriate mental health
25 services and may include activities that involve educating the community about the services offered and
26 requirements for participation in the programs. Such activities should result in the CONTRACTOR
27 developing their own client referral sources for the programs they offer.

28 AL. Peer Recovery Specialist/Counselor means an individual who has been through the same or
29 similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid
30 for this function by the program. A peer recovery specialist practice is informed by his/her own
31 experience.

32 AM. Personal Services Coordinator (PSC) means an individual who will be part of a multi-
33 disciplinary team that will provide community based mental health services to adults that are struggling
34 with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles.
35 The PSC is responsible for clinical care and case management of assigned client and families in a
36 community, home, or program setting. This includes assisting clients with mental health, housing,
37 vocational and educational needs. The position is also responsible for administrative and clinical

1 documentation as well as participating in trainings and team meetings. The PSC shall be active in
 2 supporting and implementing the program's philosophy and its individualized, strength-based,
 3 culturally/linguistically competent and client-centered approach.

4 AN. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits
 5 that are given to BHS & MIHS clients that qualify for medication benefits.

6 AO. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
 7 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
 8 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section
 9 575.2. The waiver may not exceed five (5) years.

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

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

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

20 AS. Promotores means individuals who are members of the community who function as natural
 21 helpers to address some of their communities' unmet mental health, health and human service needs.
 22 They are individuals who represent the ethnic, socio-economic and educational traits of the population
 23 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
 24 community's needs.

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

31 AU. Psychiatrist means an individual who meets the minimum professional and licensure
 32 requirements set forth in CCR, Title 9, Section 623.

33 AV. Psychologist means an individual who meets the minimum professional and licensure
 34 requirements set forth in CCR, Title 9, Section 624.

35 AW. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one
 36 percent (1%) of all "high-risk" Medi-Cal clients to monitor and evaluate the quality and appropriateness
 37 of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR

1 administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the
2 cases.

3 AX. Recovery is a process of change through which individuals improve their health and wellness,
4 live a self-directed life, and strive to reach their full potential,” and identifies four major dimensions to
5 support recovery in live:

6 1. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
7 emotionally healthy way;

8 2. Home: A stable and safe place to live;

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

11 4. Community: Relationships and social networks that provide support, friendship, love, and
12 hope.

13 AY. Referral means providing the effective linkage of a client to another service, when indicated;
14 with follow-up to be provided within five (5) working days to assure that the client has made contact
15 with the referred service.

16 AZ. Supportive Housing PSC means a person who provides services in a supportive housing
17 structure. This person will coordinate activities which will include, but not be limited to: independent
18 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
19 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
20 consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in
21 supporting and implementing a full service partnership philosophy and its individualized, strengths-
22 based, culturally appropriate, and client-centered approach.

23 BA. Supervisory Review means ongoing clinical case reviews in accordance with procedures
24 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
25 compliance to the minimum AMHS and Medi-Cal charting standards. Supervisory review is conducted
26 by the program/clinic director or designee.

27 BB. Token means the security device which allows an individual user to access IRIS.

28 BC. Universal Method of Determining Ability to Pay (UMDAP) is the method used for determining
29 the annual client liability for mental health services received from COUNTY mental health systems and
30 is set by the State of California.

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

37 //

1 BE. Wellness Recovery Action Plan (WRAP) is a consumer self-help technique for monitoring and
2 responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

3 4 **II. PAYMENTS**

5 A. COUNTY agrees to pay Physician stipends, throughout the term of the Agreement as specified
6 in the Services Paragraph of this Exhibit A to the Agreement. COUNTY shall pay CONTRACTOR
7 quarterly in arrears, upon receipt of a properly completed invoice, in the amount of \$40,700 for
8 Psychiatry Residents, and \$15,760.75 for Child Fellows, for a total amount of \$225,843 for Period One;
9 ~~\$225,843~~. As per the Amendment, payment will change to \$110,000 per 1.0 FTE for Period Two; and
10 ~~\$225,843~~ Three, for a maximum of \$605,000 for Period ~~Three~~ Two and a maximum of \$605,000 for
11 ~~Period Three~~ provided, however, that the total of such payments shall not exceed the Maximum
12 Obligation for each period as stated in the Referenced Contract Provisions.

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

18 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
19 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
20 canceled checks, receipts, receiving records, and records of services provided.

21 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
22 with any provision of the Agreement.

23 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
24 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
25 specifically agreed upon in a subsequent Agreement.

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

28 29 **III. SERVICES**

30 A. FACILITIES - CONTRACTOR shall provide highly specialized medical and psychiatric
31 services at clinic locations and Community Mental Health Programs specified by COUNTY.

32 **B. SERVICES**

33 1. Adult and Older Adult Behavioral Health (AOABH) Psychiatry Residents

34 a. CONTRACTOR shall provide ~~thirty-two (32)~~ to ~~seventy-two (72)~~ ~~DSH~~ 4 FTE of
35 Psychiatry Residents per week year to serve adult clients of mental health services who are living with
36 serious and persistent mental illnesses, and enrolled as clients in ADMINISTRATOR'S AOABH
37 Outpatient clinics Each FTE will provide 100 DSH to clients per month.

b. One (1) unit of direct service equals one (1) hour of Trainee PGY-4 time.

c. ~~Direct service hours~~ Two (2) to 4 FTEs shall be divided among four (4) to nine (9) Trainees'; ~~however, it~~ with 1 FTE located at each of the four Outpatient clinics. It is expected that ~~minimum~~ services ~~will~~ be provided by one (1) Trainee at a clinic ~~for one half day to~~ ~~would be~~ one day per week.

~~d. CONTRACTOR shall provide one (1) hour of clinical supervision per week, at CONTRACTOR's facility, for each Trainee providing services under the Agreement.~~

~~e. CONTRACTOR shall perform medical and psychiatric work for clients with mental health issues which shall include, but may not be limited to, the following:~~

~~1) Examination and diagnoses of clients;~~

~~2) Order and administration of treatment for clients;~~

~~3) Prevention services.~~

~~f. Trainee shall demonstrate competence and develop knowledge in the care of clients treated within a community mental health environment.~~

2. Children Youth & Prevention Behavioral Health (~~CYBH~~Services (CYPBHS) Child Fellows

a. CONTRACTOR shall provide ~~sixteen (16)~~ up to ~~thirty two (32)~~ DSH ~~1.5 FTE of PGY-5 Child Fellows~~ per ~~week~~ year to ~~serve~~ consumers of mental health services who are enrolled as clients in ADMINISTRATOR'S ~~CYBH~~CYPBHS programs. ~~Each 1.0 FTE will provide 100 DSH to clients per month for a total of 1200 per year.~~

b. One (1) unit of direct service equals one (1) hour ~~of Trainee PGY~~ of PGY-5 ~~Child Fellow~~ time.

c. ~~Direct service hours~~ The 1.5 FTEs shall be divided among two (2) to four (4) ~~Trainees~~ PGY-5 Child Fellows.

d. CONTRACTOR shall provide one (1) hour of clinical supervision per week, at CONTRACTOR's facility, for each ~~Trainee~~ PGY-5 Child Fellow providing services under the Agreement.

e. CONTRACTOR shall perform medical and psychiatric work for clients with mental health issues which shall include, but may not be limited to, the following:

1) Examination and diagnoses of clients;

2) Order and administration of treatment for clients;

3) Prevention services.

f. ~~Trainee~~ PGY-5 Child Fellow shall demonstrate competence and develop knowledge in the care of clients treated within a community mental health environment.

C. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&P; copies of

1 literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
2 enhance accessibility for, and sensitivity to, persons who are physically challenged.

3 D. CONTRACTOR shall advise and document all adverse incidents affecting the physical and/or
4 emotional welfare of clients, including but not limited to serious physical harm to self or others, serious
5 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
6 CONTRACTOR shall notify COUNTY as soon as possible, within twenty-four (24) hours of any such
7 serious adverse incident.

8 E. COUNTY shall establish the educational goals of its graduate medical education programs in a
9 manner consistent with the standards and requirements set forth by CONTRACTOR and the
10 Accreditation Council for Graduate Medical Education (ACGME) for program accreditation.

11 F. CONTRACTOR shall provide up to nine (9) ~~Trainee's~~ Trainees, PGY-4 level, to equal a total of
12 4FTE and between two (2) to four (4) ~~Trainee's~~ Trainees, at the PGY-5 Child Fellow level, for up to 1.5
13 FTE, to provide services under the Agreement. Each Trainee shall be enrolled in good standing in the
14 CONTRACTOR's psychiatry graduate medical education program or should possess suitable equivalent
15 qualifications as an instructor, clinician, and administrator, as determined by CONTRACTOR.

16 G. CONTRACTOR shall designate a member of CONTRACTOR's faculty to arrange for
17 supervision, provide coordination, oversight and direction of Trainees educational activities and
18 assignments while at COUNTY's facilities.

19 H. CONTRACTOR shall cooperate with COUNTY in coordinating and reviewing work schedules
20 of Trainee's while at COUNTY facilities.

21 I. During the period in which Trainee is assigned to provide services at COUNTY facilities, as
22 specified under the Agreement, the Trainee shall be under the direction and control of the
23 CONTRACTOR. Commencing on the date of execution of the Agreement, and pursuant to the Services
24 Paragraph of this Exhibit A to the Agreement, CONTRACTOR shall assign Trainee for rotation at
25 COUNTY's facilities as described in the Services Paragraph of this Exhibit A to the Agreement.

26 J. CONTRACTOR shall assign faculty members in sufficient numbers to provide supervision and
27 management of Trainees. Supervisory faculty must qualify for, obtain and maintain a faculty
28 appointment with CONTRACTOR in accordance with CONTRACTOR's academic review and
29 appointment procedures.

30 K. CONTRACTOR shall provide the names of Trainees, their level of training, and their
31 assignments to COUNTY sufficiently in advance to allow for convenient planning of duty schedules.

32 L. CONTRACTOR shall develop and implement a mechanism for determining evaluation of the
33 performance of Trainees to include, where appropriate, input from COUNTY.

34 M. CONTRACTOR shall require assigned Trainees to:

35 1. Comply with COUNTY's applicable rules and regulations, state and federal laws and
36 regulations, the requirements of the ACGME, and the ethical standards of the AMA

37 //

1 2. Participate, to the extent scheduled or otherwise requested by COUNTY and approved by
2 CONTRACTOR, in activities and assignments that are of educational value and that are appropriate to
3 the course and scope of CONTRACTOR's program, consistent with the requirements of the ACGME.

4 3. Cooperate in the timely preparation and maintenance of a complete medical record for each
5 client in whose care he/she participates, on forms provided by COUNTY. The medical record shall, at
6 all times, remain the property of COUNTY.

7 N. CONTRACTOR shall provide COUNTY with a copy of CONTRACTOR's Corporate
8 Compliance Program and Code of Conduct and assign a CONTRACTOR representative to work with
9 COUNTY regarding any corporate compliance issues. All CONTRACTOR faculty and Trainees are
10 expected to comply with the requirements of CONTRACTOR's Corporate Compliance Program.

11 O. COUNTY shall maintain adequate staff and facilities to meet the educational goals and
12 objectives of the CONTRACTOR's program in a manner consistent with the standards and requirements
13 established by CONTRACTOR and ACGME.

14 P. COUNTY shall conduct formal quality assurance programs and review client complications and
15 deaths as follows:

16 1. All Trainees shall complete COUNTY's Compliance training and New Provider training.
17 To the degree possible and in conformance with State law, Trainees shall participate in appropriate
18 components of COUNTY's quality improvement and risk management programs.

19 2. COUNTY shall have a medical records system that assures the availability of medical
20 records at all times, and documents the course of each client's treatment and care. The medical records
21 system must be adequate to support the education of Trainees and quality assurance activities.

22 Q. ADMINISTRATOR shall designate, after consultation with CONTRACTOR, a person to
23 coordinate Trainees' duty schedules and activities while at COUNTY's facilities.

24 R. COUNTY shall protect the health and safety of Trainees on rotation at COUNTY's facilities.

25 S. COUNTY shall comply with all applicable laws, regulations, and ACGME requirements.
26 COUNTY shall notify CONTRACTOR within five (5) calendar days receipt of notice that COUNTY is
27 not in compliance with and such laws, regulations, or requirements.

28 T. COUNTY shall permit inspection of its clinical and related facilities by individuals charged
29 with the responsibility for accreditation of CONTRACTOR and/or its graduate medical education
30 programs.

31 U. With respect to any professional services performed by Trainees under the Agreement,
32 COUNTY agrees to inform CONTRACTOR as follows:

33 1. Immediately upon initiation of an investigation of a Trainee or CONTRACTOR faculty
34 member or upon the occurrence of a substantive untoward event involving a Trainee or CONTRACTOR
35 faculty member.

36 2. With five (5) calendar days after receipt or service of a complaint, summons, or notice of a
37 claim naming or involving Trainee or CONTRACTOR faculty member.

1 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a
 2 CONTRACTOR faculty member or Trainee has been named or in which a settlement is being proposed
 3 on their behalf.

4 4. Prior to making a report to the National Data Bank or the Medical Board of California in
 5 which a CONTRACTOR faculty member or Trainee is named.

6 V. CONTRACTOR shall cooperate and assist in investigating facts which may serve as a basis for
 7 taking any disciplinary or academic action against a Trainee or CONTRACTOR faculty member.
 8 CONTRACTOR may, but need not, consult with COUNTY concerning any proposed disciplinary
 9 action. COUNTY agrees to abide by CONTRACTOR's recommended disciplinary action against
 10 Trainee(s) or CONTRACTOR faculty member. Notwithstanding the foregoing, COUNTY shall have
 11 the right, for good cause and after consultation with CONTRACTOR, to prohibit further attendance, by
 12 Trainee, at COUNTY facilities where services are performed under this Agreement; provided, however,
 13 that COUNTY will not take any action against Trainee in an arbitrary or capricious manner. Upon such
 14 termination, CONTRACTOR will use its best efforts to replace the terminated Trainee with another
 15 Trainee as soon as possible.

16 W. COUNTY shall provide CONTRACTOR with a copy of COUNTY's corporate compliance
 17 program or any such plan or program that describes COUNTY's plan for ensuring ethical and legal
 18 compliance with all State and Federal laws. COUNTY shall not require any CONTRACTOR faculty or
 19 Trainee to conduct his/her professional behavior in a manner that would contradict the requirements of
 20 CONTRACTOR's Corporate Compliance Program.

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

26 Y. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 27 Services Paragraph of this Exhibit A to the Agreement.

28 **IV. ISSUE RESOLUTION**

29 For resolution of issues between CONTRACTOR and COUNTY with respect to the implementation
 30 and operation of the Agreement or COUNTY's P&P's regarding services described herein, the following
 31 sequential steps shall apply:
 32

33 A. CONTRACTOR shall routinely utilize all informal communication processes and methods with
 34 ADMINISTRATOR, but not limited to, telephone contact, FAX, written correspondence, and meetings,
 35 to resolve any issues or problems regarding the implementation and operation of the Agreement or
 36 COUNTY's P&P's regarding services described herein.

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

7 C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written
8 statement describing the facts of the issue, within thirty (30) calendar days after the written notice
9 described above to COUNTY’s Director of Behavioral Health, or designee, for final resolution.

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

12 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Issue
13 Resolution Paragraph of this Exhibit A to the Agreement.

14
15 **V. REPORTS**

16 A. CONTRACTOR shall maintain records and make statistical reports as required by
17 ADMINISTRATOR and the Department of Health Care Services (DHCS) on forms provided by either
18 agency.

19 B. ADDITIONAL REPORTS - Upon ADMINISTRATOR’s request, CONTRACTOR shall make
20 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as
21 they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information
22 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

23 C. CONTRACTOR shall maintain records and reports concerning the education of Trainees, and
24 of Trainee’s time spent in the activities referred to in the Agreement, as may be required by
25 CONTRACTOR, ACGME, and/or compliance with the regulations, guidelines, and policies of third
26 party payors.

27 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
28 Reports Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERISTY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE,
DEPARTMENT OF PSYCHIATRY
JULY 1, 2018 THROUGH JUNE 30, 2021

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

1 terms of this Business Associate Contract and the applicable standards, implementation specifications,
2 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
3 with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to
4 the Agreement.

5 B. DEFINITIONS

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

9 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not 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 such information.

23 b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or
24 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
25 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
26 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
35 45 CFR § 164.501.

36 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
37 45 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
12 45 CFR § 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 HHS or his or her designee.

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

21 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
22 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

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

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

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

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

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

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

37 //

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 ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates,
7 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
14 and 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
36 45 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 employees,
11 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 subcontract, 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 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
12 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI 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 P&Ps to comply with the
18 standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in
19 compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and
20 updated policies upon request.

21 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
22 containing ePHI 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, maintains,
25 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 Subparagraph
27 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 D. of this Business Associate Contract.

37 //

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 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 functions
10 or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY
11 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
12 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 for
26 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. CONTRACTOR shall retain each workforce member's background check
33 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 algorithm
14 which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises"
15 if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's
16 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) days of vendor release. Applications and systems that cannot
27 be patched due to operational reasons must have compensatory controls implemented to minimize risk,
28 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)

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

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

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

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

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

29 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
30 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
31 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
32 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
33 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
34 website access, file transfer, and E-Mail.

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

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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 twenty-four (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.

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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 twenty-four (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) day period
4 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 F. and as
22 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or
23 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 requests
34 for further information, or follow-up information after report to COUNTY, when such request is made
35 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 is
15 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 P&Ps 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
37 42 USC § 17935(d)(2).

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERISTY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE,
DEPARTMENT OF PSYCHIATRY
JULY 1, 2018 THROUGH JUNE 30, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information,

1 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
 2 with respect to health care providers participating in the program, and statutes or regulations that require
 3 the production of information, including statutes or regulations that require such information if payment
 4 is sought under a government program providing public benefits.

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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