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REFERENCED CONTRACT PROVISIONS

Term: ~~July 1, 2015~~ 2017 through June 30, ~~2017~~ 2018

~~Period One means the period from July 1, 2015 through June 30, 2016~~

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

Maximum Obligation: ~~_____~~ \$1,794,846

~~_____ Period One Maximum Obligation: _____ \$2,215,434~~

~~_____ Period Two Maximum Obligation: _____ 2,215,434~~

~~_____ TOTAL MAXIMUM OBLIGATION: _____ \$4,430,868~~

Basis for Reimbursement: -

~~_____ Psychiatric Services: _____ Negotiated Amount~~

~~_____ Basic Medical Services: _____ Actual Cost~~ Costs

~~_____ Triage Grant Program: _____ Actual Cost~~

Payment Method: _____ Monthly in Arrears

CONTRACTOR DUNS Number: 84-860-9129

CONTRACTOR TAX ID Number: ~~95-3810105~~ 95-3810105

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Marc A. Charles, M.D., Inc.
1501 N. Harbor Blvd., Suite 203
Fullerton, CA 92835
Contact Name: Marc A. Charles, M.D.
Contact e-mail: docmac560@aol.com

I. ~~Acronyms~~ **ACRONYMS**

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

1			
2			
3			
4	A.	AA	Alcoholics Anonymous
5	B.	ADL	Activities of Daily Living
6	ARRA		American Recovery and Reinvestment Act
7	B.	ASRS	Alcohol and Drug Programs Reporting System
8	C.	AES	Advanced Encryption Standard
9	D.	AOABS	Adult and Older Adult Behavioral Health
10	E.	ABC	Allied Behavioral Care
11	F.	ARRA	American Recovery and Reinvestment Act
12	G.	ASIST	Applied Suicide Intervention Skills Training
13	H.	ASO	Administrative Services Organization
14	I.	ASRS	Alcohol and Drug Programs Reporting System
15	J.	AQIS	Authority and Quality Improvement Services
16	K.	BBS	Board of Behavioral Sciences
17	L.	BCP	Business Continuity Plan
18	M.	BHS	Behavioral Health Services
19	N.	CalWORKs	California Work Opportunity and Responsibility for Kids
20	O.	CAT	Centralized Assessment Team
21	P.	E. CCC	California Civil Code
22	Q.	F. CCR	California Code of Regulations
23	GR.	CD/DVD	Compact Disc/Digital Video or Versatile Disc
24	S.	H. CEO	County Executive Office
25	I.	CFR	Code of Federal Regulations
26	J.	T. CHHS	California Health and Human Services Agency
27	U.	CIPA	California Information Practices Act
28	K.	CHPP	COUNTY HIPAA Policies and Procedures
29	V.	L. CHS	Correctional Health Services
30	W.	CIPA	California Information Practices Act
31	MX.	CMPPA	Computer Matching and Privacy Protection Act
32	Y.	N. COI	Certificate of Insurance
33	Z.	CSI	Individual and Services Information
34	AA.	CSW	Clinical Social Worker
35	AB.	CYBH	Children and Youth Behavioral Health Services
36	AC.	O. D/MC	Drug/Medi-Cal
37	AD.	DCR	Data Collection and Reporting

1	AE.	DD	Dual Disorders
2	AF.	P.	DHCS — Department of Health Care Services
3	AG.	Q.	DoD — US Department of Defense
4	R.	AH.	DPFS — Drug Program Fiscal Systems
5	AI.	S.	DRP — Disaster Recovery Plan
6	AJ.	T.	DRS — Designated Record Set
7	U.	AK.	DSM Diagnostic and Statistical Manual of Mental Disorders
8	AL.	DSM-V	Diagnostic and Statistical Manual of Mental Disorders 5th Edition
9	AM.	EBP	Evidence-Based Practice
10	AN.	EHR	Electronic Health Record
11	AO.	E-Mail	-Electronic Mail
12	AP.	EPSDT	Early and Periodic Screening, Diagnosis and Treatment
13	AQ.	FAX	Facsimile Machine
14	AR.	FFS	Fee For Service
15	AS.	V.	EHR — Electronic Health Records
16	W.	ePHI	Electronic Protected Health Information
17	X.	FIPS	— Federal Information Processing Standards
18	AT.	FSP	Full Service Partnership
19	AU.	FTE	Full Time Equivalent
20	AV.	Y.	GAAP — Generally Accepted Accounting Principles
21	AW.	Z.	HCA — Health Care Agency
22	AX.	AA.	HHS — Health and Human Services
23	AY.	AB.	HIPAA — Health Insurance Portability and Accountability Act of
24			1996, Public
25			Law 104-191
26	AZ.	AC.	HSC — California Health and Safety Code
27	BA.	AD.	ID — Identification
28	BB.	AE.	IEA — Information Exchange Agreement
29	BC.	IMD	Institute for Mental Disease
30	BD.	IBNR	Incurred But Not Reported
31	BE.	IRIS	Integrated Records Information System
32	BF.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
33	BG.	LCSW	Licensed Clinical Social Worker
34	BH.	LPT	Licensed Psychiatric Technician
35	BI.	MEDS	Medi-Cal Eligibility Determination System
36	BJ.	MFT	Marriage and Family Therapist
37	BK.	AF.	ISO — Insurance Services Office

1	AG.	MHP	-Mental Health Plan
2	BL.	MHRC	Mental Health Rehabilitation Centers
3	BM.	MHS	Mental Health Specialist
4	BN.	MHSA	Mental Health Services Act
5	BO.	MIHS	Medical and Institutional Health Services
6	BP.	MORS	Milestones of Recovery Scale
7	BQ.	MTP	Master Treatment Plan
8	BR.	NA	Narcotics Anonymous
9	BS.	AH.	NIST National Institute of Standards and Technology
10	BT.	NOA	Notice of Action
11	BU.	NP	Nurse Practitioner
12	BV.	NPDB	National Provider Data Bank
13	BW.	NPI	National Provider Identifier
14	BX.	NPP	Notice of Privacy Practices
15	BY.	AI.	OCJS Orange County Jail System
16	BZ.	AJ.	OCPD Orange County Probation Department
17	CA.	AK.	OCR Office for Civil Rights
18	CB.	AL.	OCSD Orange County Sheriff's Department
19	CC.	AM.	OIG Office of Inspector General
20	CD.	AN.	OMB Office of Management and Budget
21	CE.	AO.	OPM Federal Office of Personnel Management
22	CF.	P&P	Policy and Procedure
23	CG.	PADSS	AP.PA DSS Payment Application Data Security Standard
24	AQ.	CH.	PAF Partnership Assessment Form
25	CI.	PAR	Prior Authorization Request
26	CJ.	PBM	Pharmaceutical Benefits Management
27	CK.	PC	State of California Penal Code
28	AR.	PCI DSS	Payment Card Industry Data Security Standard
29	AS.	CL.	PCP Primary Care Provider
30	CM.	PHI	-Protected Health Information
31	AT.	CN.	PI Personal Information
32	CO.	AU.	PII Personally Identifiable Information
33	AV.	CP.	PRA Public Record Records Act
34	AW.	SIR	Self-Insured Retention
35	AX.	CQ.	PSC Personal Services Coordinator
36	CR.	QI	Quality Improvement
37	CS.	QIC	Quality Improvement Committee

1	CT. RN	Registered Nurse
2	CU. RSA	Remote Site Access
3	CV. SNF	Skilled Nursing Facility
4	CW. SSI	Supplemental Security Income
5	CX. SSA	Social Services Agency
6	<u>CY.</u> HITECH Act	The Health Information Technology for Economic and Clinical Health
7		Act, Public Law 111-005
8	CZ. TAR	Treatment Authorization Request
9	DA. TAY	Transitional Age Youth
10	DB. TTY	Teletypewriter
11	DC. UMDAP	Universal Method of Determining Ability to Pay
12	DD. AY. USC	United States Code
13	DE. AZ. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the ~~relevant HCA~~

1 policies and procedures relating to ~~HCA's~~ ADMINISTRATOR's Compliance Program, ~~HCA's~~ Code of
 2 Conduct and access to General Compliance and Annual Provider Trainings.

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

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

17 3. ~~3.~~ If CONTRACTOR ~~elects to adhere~~ does not provide proof of its own
 18 Compliance program to ~~HCA's~~ ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with
 19 ADMINISTRATOR's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to
 20 the ADMINISTRATOR within thirty (30) calendar days of award execution of this Agreement a signed
 21 acknowledgement that CONTRACTOR shall comply with ~~HCA's~~ ADMINISTRATOR's Compliance
 22 Program and Code of Conduct.

23 4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it~~
 24 ~~shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then
 25 CONTRACTOR shall submit a copy of its Compliance compliance Program, Code code of Conduct and
 26 all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of
 27 award execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review
 28 said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and
 29 determine if CONTRACTOR's ~~Compliance Program and Code of Conduct contains all required~~
 30 ~~elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to~~
 31 ~~acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's~~
 32 ~~Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct
 33 contain all required elements; to the ADMINISTRATOR's satisfaction as consistent with the HCA's
 34 Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any
 35 missing required elements and CONTRACTOR shall revise its compliance program and code of conduct
 36 to meet ADMINISTRATOR's required elements within thirty (30) calendar days after
 37 ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the

ADMINISTRATOR.

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

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

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

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

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

- is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.

1 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
2 Agreement.

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

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

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

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

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

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

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

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

37 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide

1 copies of training certification upon request.

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

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

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

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

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

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

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

19 ~~—D~~ Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the
20 certifications.

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

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

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

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

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

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

37 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall

1 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
 2 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
 3 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
 4 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this
 5 Agreement on the basis of such default.

6

7 **V. CONFIDENTIALITY**

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

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

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

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

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

31

32 **VI. COST REPORT COST REPORT**

33 A. CONTRACTOR shall submit ~~separate~~ a Cost ~~Reports for Period One and Period Two, or for a~~
 34 ~~portion thereof,~~ Report to COUNTY no later than sixty (60) calendar days following ~~the period for which~~
 35 ~~they are prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the ~~individual and/or~~
 36 ~~consolidated~~ Cost Report in accordance with all applicable federal, state and COUNTY requirements,
 37 GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct

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

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

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

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

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

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

30 B. The ~~individual and/or consolidated~~ Cost Report ~~prepared for each period~~ shall be the final
 31 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
 32 for final settlement to CONTRACTOR ~~for that period.~~ CONTRACTOR shall document that costs are
 33 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. ~~The~~
 34 ~~individual and/or consolidated~~ The Cost Report shall be the final financial record for subsequent audits, if
 35 any.

36 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 37 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set

1 | forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
2 | expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
3 | COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
4 | which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
5 | repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
6 | calendar days of submission of the ~~individual and/or consolidated~~ Cost Report or COUNTY may elect to
7 | reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
8 | COUNTY.

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

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

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

23 |
24 | "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
25 | supporting documentation prepared by _____ for the cost report period
26 | beginning _____ and ending _____ and that, to the best of my
27 | knowledge and belief, costs reimbursed through this Agreement are reasonable and
28 | allowable and directly or indirectly related to the services provided and that this Cost
29 | Report is a true, correct, and complete statement from the books and records of
30 | (provider name) in accordance with applicable instructions, except as noted. I also
31 | hereby certify that I have the authority to execute the accompanying Cost Report.

32 |
33 | Signed _____
34 | Name _____
35 | Title _____
36 | Date _____"
37 |

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this ~~paragraph~~Paragraph, unless CONTRACTOR is transitioning from a
 2 community clinic/health center to a Federally Qualified Health Center and has been so designated by the
 3 Federal Government. Any attempted assignment or delegation in derogation of this
 4 ~~subparagraph~~Subparagraph shall be void.

5 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
 6 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 7 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 8 change in fifty percent (50%) or more of Board of Directors ~~or any governing body~~ of CONTRACTOR
 9 at one time shall be deemed an assignment pursuant to this ~~paragraph~~Paragraph. Any attempted
 10 assignment or delegation in derogation of this ~~subparagraph~~Subparagraph shall be void.

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

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

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

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

28 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 29 subcontract upon five (5) calendar ~~days~~day's written notice to CONTRACTOR if the subcontract
 30 subsequently fails to meet the requirements of this Agreement or any provisions that
 31 ADMINISTRATOR has required.

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

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

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

1 provided by consultants.

2
3 **IX. EMPLOYEE ELIGIBILITY VERIFICATION. EMPLOYEE ELIGIBILITY**
4 **VERIFICATION**

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

15
16 **X. EQUIPMENT**

17 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
18 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
19 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
20 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
21 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
22 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
23 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
24 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
25 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
26 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
27 depreciated according to GAAP.

28 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any
29 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
30 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
31 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
32 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
33 purchased asset in an Equipment inventory.

34 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
35 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to
36 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is
37 purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XI. FACILITIES, PAYMENTS AND SERVICES

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

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

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~~**XII. INDEMNIFICATION AND INSURANCE**~~
INDEMNIFICATION AND INSURANCE

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

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

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

28 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 29 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 30 amount in excess of ~~\$25~~50,000 (\$5,000 for automobile liability); shall specifically be approved by the
 31 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
 32 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other
 33 indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

E. If CONTRACTOR fails to maintain insurance ~~acceptable to COUNTY~~ as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, ~~COUNTY may~~ such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

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

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

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

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

Sexual Misconduct Liability

 \$1,000,000 per occurrence

~~K~~H. REQUIRED COVERAGE FORMS

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

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

~~I~~L. REQUIRED ENDORSEMENTS—

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

~~1~~a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

~~2~~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.

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

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

b. ~~—JA~~ A primary and 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.

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

~~N~~K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, ~~and members of the Board of Supervisors~~, its elected and appointed officials, officers, agents and employees.

LO. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

~~MP~~P. If CONTRACTOR's Professional Liability ~~policy is~~ or Network Security & Privacy Liability policies are a "claims made" policy, CONTRACTOR shall agree to maintain ~~Professional Liability~~ coverage for two (2) years following completion of Agreement.

~~N~~Q. The Commercial General Liability policy shall contain a "severability of interests" clause

1 also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

6 PS. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
7 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
8 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
9 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
10 remedies.

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

14 ~~R~~ U. SUBMISSION OF INSURANCE DOCUMENTS

15 1. The COI and endorsements shall be provided to COUNTY as follows:
16 a. Prior to the start date of this Agreement.
17 b. No later than the expiration date for each policy.
18 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
19 changes to any of the insurance types as set forth in Subparagraph G. ~~of this~~ of the Indemnification and
20 Insurance Paragraph of the Agreement.

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

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

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

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

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

36 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
37 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs

1 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

3 **XIII. INSPECTIONS AND AUDITS**

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

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 retain a licensed certified public accountant, who will prepare ~~and file~~
32 ~~with ADMINISTRATOR, an annual, independent, organization wide audit of related expenditures as~~
33 ~~may be required during the term of this Agreement~~ an annual Single Audit as required by 31 USC 7501 –
34 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative
35 Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall
36 forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

37 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen

1 (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial,
 2 programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such
 3 operation or audit is reimbursed in whole or in part through this Agreement.

4 5 **XIV. LICENSES AND LAWS**

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

14 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

26 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
 27 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
 28 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
 29 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
 30 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 31 grounds for termination of this Agreement.

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

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

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

24. D. CONTRACTOR shall at all times be capable and authorized by the State of California to
 25. provide treatment and bill for services provided to Medi-Cal eligible ~~clients~~individuals while working
 26. under the terms of this Agreement.

27. E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or
 28. waivers to provide Medi-Cal billable treatment services at school or other sites requested by
 29. ADMINISTRATOR.

30.
 31. ~~**XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**~~
 32. **LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

1 such as the Internet.

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

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

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

16 **XVI. MAXIMUM OBLIGATION**

17 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
18 Agreement, and the separate Maximum Obligations, for each period under this Agreement, are as
19 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
20 Subparagraph B. below.

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

23 ~~XV. MINIMUM WAGE LAWS~~

24 **XVII. MINIMUM WAGE LAWS**

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

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

35 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
36
37

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

4 5 **XVIII. NONDISCRIMINATION**

6 **A. EMPLOYMENT**

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

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

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

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

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

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

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

- 14 1. Denying a client or potential client any service, benefit, or accommodation.
- 15 2. Providing any service or benefit to a client which is different or is provided in a different
 16 manner or at a different time from that provided to other clients.
- 17 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
 18 others receiving any service or benefit.
- 19 4. Treating a client differently from others in satisfying any admission requirement or
 20 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 21 any service or benefit.
- 22 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

18 **XIX. NOTICES**

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

- 21 1. When written and deposited in the United States mail, first class postage prepaid and
 22 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
 23 by ADMINISTRATOR;
- 24 2. When faxed, transmission confirmed;
- 25 3. When sent by Email; or
- 26 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 27 Service, or ~~any~~ other expedited delivery service.

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

32 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
 33 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
 34 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
 35 damage to any COUNTY property in possession of CONTRACTOR.

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

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XX. NOTIFICATION OF DEATH

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; 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 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

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XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

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XXII. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in

1 accordance with this Agreement and all applicable requirements.

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

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

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

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

15 E. CONTRACTOR shall ~~make~~ ensure all appropriate state and federal standards of documentation,
16 preparation, and confidentiality of records pertaining related to the costs of services, participant fees,
17 charges, billings, and revenues available, client and/or patient records are met at one (1) location within
18 the limits of the County of Orange all times.

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

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

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

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

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

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

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

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

36 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
37 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus

1 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

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

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

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

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

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

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

22 23 **XXIII. RESEARCH AND PUBLICATION**

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

27 28 **XXIV. SEVERABILITY**

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

34 35 **XXV. SPECIAL PROVISIONS**

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

- 1 1. Making cash payments to intended recipients of services through this Agreement.
- 2 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
- 3 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
- 4 of appropriated funds to influence certain federal contracting and financial transactions).
- 5 3. Fundraising.
- 6 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 7 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 8 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
- 9 for expenses or services.
- 10 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 11 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 12 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 13 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 14 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 15 Schedule may be found at www.opm.gov.
- 16 8. Severance pay for separating employees.
- 17 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 18 codes and obtaining all necessary building permits for any associated construction.
- 19 10. Supplanting current funding for existing services.
- 20 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 21 shall not use the funds provided by means of this Agreement for the following purposes:
- 22 1. Funding travel or training (excluding mileage or parking).
- 23 2. Making phone calls outside of the local area unless documented to be directly for the
- 24 purpose of client care.
- 25 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 26 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 27 contribute to the quality of services to be provided pursuant to this Agreement.
- 28 5. Purchasing or improving land, including constructing or permanently improving any
- 29 building or facility, except for tenant improvements.
- 30 6. Providing inpatient hospital services or purchasing major medical equipment.
- 31 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 32 funds (matching).
- 33 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 34 CONTRACTOR's clients.

35 **XXVI. STATUS OF CONTRACTOR**

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

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

11 **XXVII. TERM**

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

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

21 **XXVIII. TERMINATION**

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

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

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

- 31 1. The loss by CONTRACTOR of legal capacity.
- 32 2. Cessation of services.
- 33 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 34 another entity without the prior written consent of COUNTY.
- 35 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 36 required pursuant to this Agreement.
- 37 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this

1 Agreement.

2 6. The continued incapacity of any physician or licensed person to perform duties required
3 pursuant to this Agreement.

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

8 D. CONTINGENT FUNDING

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

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

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

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

18 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
19 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
20 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
21 term of ~~the~~^{this} Agreement.

22 F. In the event this Agreement is terminated by either ~~party~~^{Party} pursuant to Subparagraphs B., C.
23 or D. above, CONTRACTOR shall do the following:

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

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

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

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

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

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

37 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and

1 supplies purchased with funds provided by COUNTY.

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

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

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

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15 **XXIX. THIRD PARTY BENEFICIARY**

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

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

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

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

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4 MARC A. CHARLES, M.D., INC.

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7 BY: _____ DATED: _____

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10 TITLE: _____

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16 COUNTY OF ORANGE

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20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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

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31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 PSYCHIATRIC AND BASIC MEDICAL SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MARC A. CHARLES, M.D., INC.
 JULY 1, ~~2015~~2017 THROUGH JUNE 30, ~~2017~~2018

I. COMMON TERMS AND DEFINITIONS

~~A.~~ ~~A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the 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.

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

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

3. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into ~~the COUNTY's~~ IRIS.

~~4. 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.~~

~~5. Benefits Specialist means a specialized position that would primarily be responsible for coordinating ~~client~~individual applications and appeals for State and Federal benefits.~~

6. 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.~~

Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the individual at this time.

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved ~~client~~individual outcomes and meets the following criteria:- it has been replicated in more than one geographic or practice setting with consistent

1 results; it is recognized in scientific journals by one or more published articles; it has been documented
 2 and put into manual forms; it produces specific outcomes when adhering to the ~~Fidelity~~fidelity of the
 3 model.

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

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

13 ~~1) Data Collection System means software designed for collection, tracking and
 14 reporting outcomes data for clients enrolled in the FSP Programs.~~

15 ~~2) 3 M's means the Quarterly Assessment Form that is completed for each client
 16 every three months in the approved data collection system.~~

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

26 ~~4) Data Certification means the process of reviewing State and County mandated
 27 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the
 28 data is accurate.~~

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

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

35 ~~7. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention
 36 and case management services to those ~~clients~~individuals who seek services in the ~~County~~COUNTY
 37 operated outpatient programs.~~

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

7 98. CAT means Centralized Assessment ~~team~~ Team and provides 24 hour mobile response
 8 services to any adult who has a psychiatric emergency. This program assists law enforcement, social
 9 service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a
 10 multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and
 11 provides case management, linkage, follow ups for individuals evaluated.

12 ~~10. Certified Reviewer means an individual that obtains certification by completing all~~
 13 ~~requirements set forth in the Quality Improvement and Program Compliance Reviewer Training~~
 14 ~~Verification Sheet.~~

15 ~~119.~~ Client or Consumer Individual means an individual, referred by COUNTY or enrolled
 16 in CONTRACTOR's program for services under ~~this~~ the Agreement, who ~~experiences chronic~~ is living
 17 with a serious and persistent mental illness.

18 ~~1210.~~ Clinical Director means an individual who meets the minimum requirements set forth
 19 in Title 9, CCR, Title 9 and has at least two (2) years of full-time professional experience working in a
 20 mental health setting.

21 ~~13~~ 11. Crisis Residential Program means short-term-crisis intervention services to meet
 22 the needs of adults in a behavioral health crisis who may be at risk of psychiatric hospitalization. The
 23 program emulates a home-like environment in which intensive and structured psychosocial recovery
 24 services are offered 24 hours a day, 7 days a week. Admission to the program is voluntary and the
 25 average length of stay is 7-14 days. The program is person-centered and recovery-oriented and focuses
 26 on having adults take responsibility for their behavioral health disorder and reintegrate into the
 27 community. Services include crisis intervention, development of a Wellness Recovery Action Plan
 28 (WRAP), group education and rehabilitation, assistance with self-administration of medications, case
 29 management and discharge planning

30 12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that
 31 operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a
 32 psychiatric crisis and need immediate evaluation. ~~Clients~~ Individuals receive a thorough psychiatric
 33 evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a
 34 designated outpatient facility, the CSU may evaluate and treat ~~clients~~ individuals for no longer than 23
 35 hours and 59 minutes.

36 ~~1413.~~ CSW means Clinical Social Worker and refers to an individual who meets the
 37 minimum professional and licensure requirements set forth in ~~CCR, Title 9, CCR~~, Section 625, and has

1 two (2) years of post-master's clinical experience in a mental health setting.

2 a. 3 M's means the Quarterly Assessment Form that is completed for each individual
 3 every three months in the approved data collection system.

4 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
 5 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
 6 working on strategies for gathering new data from the individuals' perspective which will improve
 7 understanding of individuals' needs and desires towards furthering their Recovery. This individual will
 8 provide feedback to the program and work collaboratively with the employment specialist, education
 9 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these
 10 areas. This position will be responsible for attending all data and outcome related meetings and
 11 ensuring that program is being proactive in all data collection requirements and changes at the local and
 12 state level.

13 c. Data Certification means the process of reviewing State and County mandated outcome
 14 data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is
 15 accurate.

16 d. KET means Key Event Tracking and refers to the tracking of an individual's movement
 17 or changes in the approved data collection system. A KET must be completed and entered accurately
 18 each time the CONTRACTOR is reporting a change from previous individual status in certain
 19 categories. These categories include: residential status, employment status, education and benefits
 20 establishment.

21 ~~15~~ e. PAF means Partnership Assessment Form and refers to the baseline assessment for
 22 each individual that must be completed and entered into data collection system within thirty (30) days of
 23 the Partnership date.

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

28 ~~16~~ 15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician
 29 spends providing client individual services. DSH credit is obtained for providing mental health, case
 30 management, medication support and a crisis intervention service to any client individual open in ~~the~~
 31 IRIS which includes both billable and non-billable services.

32 ~~17~~ 16. Engagement means the process by which a trusting relationship between worker
 33 and client individual(s) is established with the goal to link the individual(s) to the appropriate services.
 34 Engagement of client individual(s) is the objective of a successful outreach Outreach.

35 ~~17~~ 17. ~~18~~ Face-to-Face means an encounter between client individual and provider where
 36 they are both physically present.

37 #

1 ~~19. FSP~~

2 ~~a. A~~ 18. FSP means Full Service Partnership and refers to a type of program
3 described by the State in the requirements for the COUNTY plan for use of MHSA funds and which
4 includes ~~clients~~ individuals being a full partner in the development and implementation of their treatment
5 plan.

6 ~~a. A~~ FSP is an evidence-based and ~~strength~~ strengths-based model, with the focus on the
7 individual rather than the disease. Multi-disciplinary teams will be established including the ~~client,~~
8 ~~psychiatrist~~ individual, Psychiatrist, and PSC. Whenever possible, these ~~multidisciplinary~~ multi-
9 disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social
10 worker, peer specialist, and family members.

11 ~~b. -~~The ideal ~~client~~ individual to staff ratio will be in the range of fifteen to twenty (15 –
12 20) to one (1), ensuring relationship building and intense service delivery. ~~Services~~

13 ~~c. FSP services~~ will include, but not be limited to, the following:

- 14 1) Crisis management;
- 15 2) Housing Services;
- 16 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case
17 management;
- 18 4) Community-based Wraparound Recovery Services;
- 19 5) Vocational and Educational services;
- 20 6) Job Coaching/Developing;
- 21 7) ~~Consumer~~ Individual employment;
- 22 8) Money management/Representative Payee support;
- 23 9) Flexible Fund account for immediate needs;
- 24 10) Transportation;
- 25 11) Illness education and self-management;
- 26 12) Medication Support;
- 27 13) ~~Dual Diagnosis~~ Co-occurring Services;
- 28 14) Linkage to financial benefits/entitlements;
- 29 15) Family and Peer Support; and
- 30 16) Supportive socialization and meaningful community roles.

31 ~~b. -~~ Client Individual services are focused on ~~recovery~~ Recovery and harm reduction to
32 encourage the highest level of ~~client~~ individual empowerment and independence achievable. ~~PSC's~~ PSCs
33 will meet with the ~~consumer~~ individual in their current community setting and will develop a supportive
34 relationship with the individual served. Substance abuse treatment will be integrated into services and
35 provided by the ~~client's~~ individual's team to individuals with a co-occurring disorder.

36 ~~ee.~~ The FSP shall offer “whatever it takes” to engage seriously mentally ill adults,
37 including those who are dually diagnosed, in a partnership to achieve the individual’s wellness and

1 ~~recovery~~Recovery goals. Services shall be non-coercive and focused on engaging people in the field.
 2 The goal of FSP Programs is to assist the ~~consumer's~~individual's progress through pre-determined
 3 quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education
 4 involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and
 5 become more independent and self-sufficient as ~~consumers~~individuals move through the continuum of
 6 ~~recovery~~Recovery and evidence by progressing to lower level of care or out of the "intensive case
 7 management need" category.

8 ~~20~~19. Housing Specialist means a specialized position dedicated to developing the full array
 9 of housing options for their program and monitoring their suitability for the population served in
 10 accordance with the minimal housing standards policy set by the ~~County of Orange for their~~
 11 ~~program~~COUNTY for their program. This individual is also responsible for assisting individuals with
 12 applications to low income housing, housing subsidies, senior housing, etc.

13 ~~This~~ 20. Individual/Guest means an individual ~~is also responsible~~ receiving services under this
 14 Agreement at the County Crisis Stabilization Unit.

15 21. Individual Services and Support Funds – Flexible Funds means funds intended for ~~assisting~~
 16 ~~consumers~~use to provide individuals and/or their families with applications to low income immediate
 17 assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life.
 18 Flexible Funds are generally categorized as housing, housing subsidies, senior housing, etc individual
 19 transportation, food, clothing, medical and miscellaneous expenditures that are individualized and
 20 appropriate to support individual's mental health treatment activities.

21 ~~21~~22. Intake means the initial meeting between ~~a client~~ an individual and
 22 ~~CONTRACTOR's~~Contractor's staff and includes an evaluation to determine if the ~~client~~individual
 23 meets program criteria and is willing to seek services.

24 ~~22~~23. Intern means an individual enrolled in an accredited graduate program accumulating
 25 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
 26 Acceptable graduate programs include all programs that assist the student in meeting the educational
 27 requirements in becoming a ~~Marriage and Family Therapist, a Licensed Clinical Social Worker~~MFT, a
 28 licensed CSW, or a licensed Clinical Psychologist.

29 ~~23~~24. IRIS means Integrated Records Information System and refers to a collection of
 30 applications and databases that serve the needs of programs within the ~~County of Orange Health Care~~
 31 ~~Agency~~COUNTY and includes functionality such as registration and scheduling, laboratory information
 32 system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical
 33 records and other relevant applications.

34 ~~24~~25. Job Coach/Developer means a specialized position dedicated to cultivating and
 35 nurturing employment opportunities for the ~~clients~~individuals and matching the job to the
 36 ~~client's~~individual's strengths, abilities, desires, and goals. This position will also integrate knowledge
 37 about career development and job preparation to ensure successful job retention and satisfaction of both

1 employer and employee.

2 ~~25. MFT means an individual who meets the minimum professional and licensure requirements~~
 3 ~~set forth in CCR, Title 9, Section 625.~~

4 26. Medical Necessity means the requirements as defined in the Orange County MHP Medical
 5 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
 6 Impairment Criteria and Intervention Related Criteria.

7 ~~27.~~ 27. Member Advisory Board means a member-driven board which shall direct the
 8 activities, provide recommendations for ongoing program development, and create the rules of conduct
 9 for the program.

10 28. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
 11 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
 12 social adjustment and/or vocational adjustment.

13 ~~28~~29. Mental Health Services means interventions designed to provide the maximum
 14 reduction of mental disability and restoration or maintenance of functioning consistent with the
 15 requirements for learning, development and enhanced self-sufficiency. Services shall include:

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

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

22 c. Co-Occurring ~~see DD~~ Integrated Treatment Model means, in evidence-based Integrated
 23 Treatment programs, individuals who receive a combined treatment for mental illness and substance
 24 abuse disorders from the same practitioner or treatment team.

25 d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
 26 behalf of ~~a client~~an individual for a condition which requires more timely response than a regularly
 27 scheduled visit. Service activities may include, but are not limited to, assessment, collateral and
 28 therapy.

29 e. Dual Diagnosis Integrated Treatment Model means that the program uses a stage-wise
 30 treatment model that is non-confrontational, follows behavioral principles, considers interactions
 31 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
 32 and substance abuse research has strongly indicated that to recover fully, ~~a consumer~~an individual with
 33 co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other
 34 will go away. Dual diagnosis services integrate assistance for each condition, helping people recover
 35 from both in one setting at the same time.

36 f. Medication Support Services means those services provided by a licensed physician,
 37 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing

1 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
 2 symptoms of mental illness. These services also include evaluation and documentation of the clinical
 3 justification and effectiveness for use of the medication, dosage, side effects, compliance and response
 4 to medication, as well as obtaining informed consent, providing medication education and plan
 5 development related to the delivery of the service and/or assessment of the beneficiary.

6 g. Rehabilitation Service means an activity which includes assistance in improving,
 7 maintaining, or restoring ~~a client's~~ an individual's or group of ~~clients'~~ individuals' functional skills, daily
 8 living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills,
 9 support resources and/or medication education.

10 h. Targeted Case Management means services that assist a beneficiary to access needed
 11 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
 12 service activities may include, but are not limited to, communication, coordination and referral;
 13 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
 14 monitoring of the beneficiary's progress; and plan development.

15 i. Therapy means a service activity which is a therapeutic intervention that focuses
 16 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
 17 delivered to an individual or group of beneficiaries which may include family therapy in which the
 18 beneficiary is present.

19 ~~29. MHS means the law that provides funding for expanded community mental health~~
 20 ~~services. It is also known as "Proposition 63."~~

21 30. Mental Health Worker means an individual ~~who~~ that assists in planning, developing and
 22 evaluating mental health services for individuals; provides liaison between individuals and service
 23 providers; and has obtained a Bachelor's degree in a ~~mental health~~ behavioral science field such as
 24 psychology, counseling, or social work, or has ~~a high school diploma and~~ two (2) years of experience
 25 delivering providing services to individuals experiencing mental health, drug abuse or alcohol disorders.
 26 Education in a behavioral science field such as psychology, counseling, or social work may be
 27 substituted for up to one year of the experience requirement.

28 31. MFT means Marriage and Family Therapist and refers to an individual who meets the
 29 minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

30 32. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's
 31 Degree and four years of experience in a mental health ~~field~~ setting and who performs individual and
 32 group case management studies.

33 ~~31~~ 33. MHSA means Mental Health Services Act and refers to the law that provides
 34 funding for expanded community Mental Health Services. It is also known as "Proposition 63."

35 34. MORS ~~is a recovery~~ means Milestones of Recovery Scale and refers to a Recovery scale
 36 that ~~Orange County~~ COUNTY will be using for the Adult mental health programs in ~~Orange~~
 37 County. COUNTY. The scale will provide the means of assigning ~~consumers~~ individuals to their

1 appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today.
 2 MORS is ideally suited to serve as a ~~recovery~~Recovery-based tool for identifying the level of service
 3 needed by participating members. The scale will be used to create a map of the system by determining
 4 which milestone(s) or level of ~~recovery~~Recovery (based on the MORS) are the target groups for
 5 different programs across the continuum of programs and services offered by ~~Orange County Behavioral~~
 6 ~~Health~~COUNTY.

7 ~~32. NPI means the standard unique health identifier that was adopted by the Secretary of Health~~
 8 ~~and Human Services under HIPAA for health care providers. All HIPAA covered healthcare providers,~~
 9 ~~individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard~~
 10 ~~transactions. The NPI is assigned for life.~~

11 ~~33.~~ 35. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that
 12 informs the beneficiary that he/she is not entitled to any specialty mental health service. The County of
 13 Orange has expanded the requirement for an NOA-A to all individuals requesting an assessment for
 14 services and found not to meet the ~~medical necessity~~Medical Necessity criteria for specialty ~~mental~~
 15 ~~health services~~Mental Health Services.

16 ~~34. NPP means~~ 36. NPI means National Provider Identifier and refers to the standard
 17 unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care
 18 providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI
 19 for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

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

23 ~~35~~38. Outreach means the outreachOutreach to potential ~~clients~~individuals to link them to
 24 appropriate ~~mental health services~~Mental Health Services and may include activities that involve
 25 educating the community about the services offered and requirements for participation in the programs.
 26 Such activities should result in the ~~CONTRACTOR~~Contractor developing their own ~~client~~individual
 27 referral sources for the programs they offer.

28 ~~36~~39. Peer Recovery Specialist/Counselor means an individual who has been through the
 29 same or similar recoveryRecovery process as those he/she is now assisting to attain their
 30 ~~recovery~~Recovery goals while getting paid for this function by the program. ~~A peer recovery~~
 31 ~~specialist~~A Peer Recovery Specialist/Counselor's practice is informed by his/her own experience.

32 ~~37. PSC~~ 40. means an individual who will be part of a multi-disciplinary team that will
 33 provide community based mental health services to adults that are struggling with persistent and severe
 34 mental illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible
 35 for clinical care and case management of assigned client and families in a community, home, or program
 36 setting. This includes assisting clients with mental health, housing, vocational and educational needs.
 37 The position is also responsible for administrative and clinical documentation as well as participating in

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

4 ~~38. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to~~
 5 ~~create a behavioral health and law enforcement response team. While the primary purpose of the~~
 6 ~~partnership is to assist individuals in behavioral health crisis in accessing behavioral health services, the~~
 7 ~~PERT team also educates police on behavioral health issues and provides them with the tools necessary~~
 8 ~~to more effectively assist individuals in behavioral health crises. PERT provides a behavioral health~~
 9 ~~trained clinician to ride along with a police officer in order to provide a prompt response and assessment~~
 10 ~~to individuals in behavioral health crises and provide them with the appropriate care and linkages to~~
 11 ~~other resources as required in a dignified manner.~~

12 ~~41. PBM means Pharmacy Benefits Manager means and refers to the PBM~~
 13 ~~Company/organization that manages the medication benefits that are given to BHS & MIHS~~
 14 ~~clients/individuals that qualify for medication benefits.~~

15 ~~39. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in~~
 16 ~~Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or~~
 17 ~~Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section~~
 18 ~~575.2. The waiver may not exceed five (5) years.~~

19 ~~40. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social~~
 20 ~~Work or Marriage and Family Therapy and is registered with the BBS as an Associate Clinical Social~~
 21 ~~Worker or MFT Intern acquiring hours for licensing. An individual's registration is subject to~~
 22 ~~regulations adopted by the BBS.~~

23 ~~41. Program Director means an individual who has complete responsibility for the day-to-day~~
 24 ~~function of the program. The Program Director is the highest level of decision-making at a local,~~
 25 ~~program level.~~

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

29 ~~43. Promotores means individuals who are members of the community who function as natural~~
 30 ~~helpers to address some of their communities' unmet mental health, health and human service needs.~~
 31 ~~They are individuals who represent the ethnic, socio-economic and educational traits of the population~~
 32 ~~he/she serves. Promotores are respected and recognized by their peers and have the pulse of the~~
 33 ~~community's needs.~~

34 ~~4442. PHI means Personal Health Information and refers to~~ individually identifiable health
 35 information usually transmitted by electronic media, maintained in any medium as defined in the
 36 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
 37 created or received by a covered entity and relates to the past, present, or future physical or mental

1 health or condition of an individual, provision of health care to an individual, or the past, present, or
2 future payment for health care provided to an individual.

3 ~~45~~ 43. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D.
4 in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern
5 or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and
6 Institutions Code section 575.2. The waiver may not exceed five (5) years.

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

11 45. Program Director means an individual who has complete responsibility for the day to day
12 function of the program. The Program Director is the highest level of decision making at a local,
13 program level.

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

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

22 48. PSC means Personal Services Coordinator and refers to an individual who will be part of a
23 multi-disciplinary team that will provide community based Mental Health Services to adults that are
24 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery
25 principles. The PSC is responsible for clinical care and case management of assigned individual and
26 families in a community, home, or program setting. This includes assisting individuals with mental
27 health, housing, vocational and educational needs. The position is also responsible for administrative
28 and clinical documentation as well as participating in trainings and team meetings. The PSC shall be
29 active in supporting and implementing the program's philosophy and its individualized, strength-based,
30 culturally/linguistically competent and individual-centered approach.

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

33 ~~46~~50. Psychologist means an individual who meets the minimum professional and licensure
34 requirements set forth in ~~CCR~~, Title 9, ~~CCR~~, Section 624.

35 ~~47~~51. QIC means Quality Improvement Committee and refers to a committee that meets
36 quarterly to review one percent (1%) of all "high-risk" Medi-Cal ~~clients~~ individuals to monitor and
37 evaluate the quality and appropriateness of services provided. At a minimum, the committee is

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

3 4852. Recovery ~~is~~ means a process of change through which individuals improve their health
4 and wellness, live a self-directed life, and strive to reach their full potential,²² and identifies four major
5 dimensions to support ~~recovery~~ Recovery in live life:

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

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

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

12 d. Community: ~~Relationships and social networks that provide support, friendship, love,~~
13 and hope.²²

14 4953. Referral means providing the effective linkage of ~~a client~~ an individual to another
15 service, when indicated; with follow-up to be provided within five (5) working days to assure that the
16 ~~client~~ individual has made contact with the referred service.

17 5054. Supportive Housing PSC means a ~~person~~ Personal Services Coordinator who provides
18 services in a supportive housing structure. This person will coordinate activities which will include, but
19 not be limited to: independent living skills, social activities, supporting communal living, assisting
20 residents with conflict resolution, advocacy, and linking ~~clients~~ individuals with the assigned PSC for
21 clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of
22 ~~clients~~ individuals assigned by the program. The ~~PSC's~~ PSCs will be active in supporting and
23 implementing a full service partnership philosophy and its individualized, strengths-based, culturally
24 appropriate, and ~~client~~ individual-centered approach.

25 5155. Supervisory Review means ongoing clinical case reviews in accordance with
26 procedures developed by ~~County~~ ADMINISTRATOR, to determine the appropriateness of
27 ~~diagnosis~~ Diagnosis and treatment and to monitor compliance to the minimum
28 ~~AMHS~~ ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the
29 program/clinic director or designee.

30 5256. Token means the security device which allows an individual user to access the
31 ~~HCA~~ COUNTY's computer based IRIS.

32 5357. UMDAP ~~is~~ means the Uniform Method of Determining Ability to Pay and refers to the
33 method used for determining the annual ~~client~~ individual liability for ~~mental health services~~ Mental
34 Health Services received from the County mental health ~~systems~~ system and is set by the State of
35 California.

36 5458. Vocational/Educational Specialist means a person who provides services that range
37 from pre-vocational groups, trainings and supports to obtain employment out in the community based on

1 the ~~consumers'~~ individuals' level of need and desired support. The Vocational/Educational Specialist
 2 will provide "one on one" vocational counseling and support to ~~consumers~~ individuals to ensure that
 3 their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to
 4 empower ~~consumers~~ individuals and provide them with the knowledge and resources to achieve the
 5 highest level of vocational functioning possible.

6 ~~55. WRAP is a consumer~~//

7 59. WRAP means Wellness Recovery Action Plan as developed by Mary Ellen Copeland and
 8 refers to an individual self-help technique for monitoring and responding to symptoms to achieve the
 9 highest possible levels of wellness, stability, and quality of life.

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

12 **II. ~~BUDGET~~ BUDGET**

13 A. COUNTY shall pay ~~CONTRACTOR~~ Contractor in accordance with the Payments Paragraph in
 14 this
 15 Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes
 16 only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and
 17 CONTRACTOR.
 18

19 <u>ADMINISTRATIVE</u> <u>PROGRA</u>	PERIOD	PERIOD	TOTAL
20 <u>M</u> COST	ONE	TWO	
21 Psychiatric Services			
22 Services and Supplies	\$	\$	\$
23	1,000	1,000	2,000
24 Subcontract	18,330		
25		18,330	36,660
26 Indirect Costs	70,500	70,500	141,000
27 Basic Medical Services			
28 Indirect Costs	\$	\$	\$
29	9,969	9,969	19,938
30 Triage Grant Program			
31 Salaries	\$	\$	\$
32	50,895	50,895	101,790
33 Benefits	20,358	20,358	40,716
34 Indirect Costs			
35	<u>14,915</u>	<u>14,915</u>	<u>29,830</u>
36			
37			

1	SUBTOTAL	\$	\$	\$
2	ADMINISTRATIVE COST	185,967	185,967	371,934
3				
4	PROGRAM COST			
5	Psychiatric Services			
6	Salaries	\$	\$	\$
7		112,320 12	112,320	224,640
8		8,978		
9	Benefits	44,928	44,928	89,856
10		70		
11	Services and Supplies	5,000	5,000	10,000
12		2		
13	Subcontractor	1,107,288	1,107,2	2,214,5
14		345,200	88	76
15	<u>SUBTOTAL PSYCHIATRIC</u>			<u>\$1,561,390</u>
16	<u>COST</u>			
17	Basic Medical Services			
18	Salaries	\$	\$	\$
19		56,160	56,160	112,320
20		40,200		
21	Benefits	22,464	22,464	44,928
22		2		
23	Subcontractor	106,860	106,860	213,720
24		180,456		
25	Triage Grant Program			
26	Subcontractor	\$	\$	\$
27		574,447	574,447	1,148,8
28				94
29	SUBTOTAL	\$	\$	\$
30	<u>PROGRAM BASIC</u>	2,029,467	2,029,4	4,058,9
31	<u>MEDICAL COST</u>	233,456	67	34
32				
33	TOTAL GROSS COST	\$	\$	\$
34		2,215,434	2,215,4	4,430,8
35		794,846	34	68
36				
37				

1	TOTAL MAXIMUM	\$	\$	\$
2	OBLIGATION	2,215,434	2,215,4	4,430,8
3		794,846	34	68

~~B.~~ B. CONTRACTOR shall not collect fees and insurance, including Medicare, for services specifically provided pursuant to the Agreement.

C. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its ~~clients~~ guests, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

~~C.~~ D. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with ~~GAAP.~~ generally accepted principles of accounting, and Medicare regulations. The individual eligibility determination and fee charged to and collected from individuals, together with a record of all billings rendered and revenues received from any source, on behalf of individuals treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

III. ~~PAYMENTS~~ PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the ~~negotiated~~ provisional amount of ~~\$113,281~~ 149,571 per month ~~for Psychiatric Services,~~ as referenced on the All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services for Basic Medical Services and Triage Grant Program, upon receipt of an invoice in a form acceptable to COUNTY, which may include Indirect Administrative Costs, as identified in Budget Paragraph of this Exhibit A to the Agreement; provided, however, the total of such payments ~~shall~~ does not exceed

1 ~~COUNTY's~~ the Maximum Obligation for each period as ~~specified~~ stated in the ~~Referenced~~ Contract
 2 Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to
 3 COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
 4 supplemental invoices for any month for which the provisional amount specified above has not been
 5 fully paid.

6 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
 7 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
 8 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 9 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

10 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
 11 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
 12 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
 13 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
 14 incurred by CONTRACTOR.

15 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
 16 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
 17 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
 18 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
 19 the year-to-date actual cost incurred by CONTRACTOR.

20 B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide
 21 such information as is required by ADMINISTRATOR. Invoices are due the ~~twentieth (20th)~~
 22 ~~calendar~~ tenth (10th) day of ~~the~~ each month. Invoices received after the due date may not be paid within
 23 the same month. ~~Payments to CONTRACTOR should be released by COUNTY no later than twenty-~~
 24 ~~one (21)~~ thirty (30) calendar days after receipt of the correctly completed invoice.

25 ~~— C. Monthly payments are interim payments only, and subject to Final Settlement in accordance~~
 26 ~~with the Cost Report Paragraph of the Agreement.~~

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

30 ~~— E. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue~~
 31 ~~Report as specified in the Reports paragraph of this Exhibit A to the Agreement. ADMINISTRATOR~~
 32 ~~may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.~~

33 ~~— F. D.~~ ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to
 34 comply with any provision of the Agreement.

35 ~~G.~~ COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
 36 and/or termination of ~~this~~ the Agreement, except as may otherwise be provided under ~~this~~ the Agreement,
 37 or specifically agreed upon in a subsequent Agreement.

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

3 4 **IV. REPORTS**

5 A. CONTRACTOR shall maintain records and make statistical reports as required by
6 ADMINISTRATOR and ~~the Mental Health Services Oversight & Accountability Commission~~
7 ~~(MHSOAC)~~ DHCS on forms provided by either agency.

8 B. FISCAL

9 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
10 ADMINISTRATOR. These reports ~~shall~~ will be on a form acceptable to, or provided by,
11 ADMINISTRATOR and ~~shall~~ will report actual costs and revenues for ~~each of the~~
12 ~~CONTRACTOR's~~ CONTRACTOR's program(s) ~~or cost center(s)~~ described in the Services Paragraph of
13 this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by
14 ADMINISTRATOR. The reports ~~shall~~ will be received by ADMINISTRATOR no later than the
15 twentieth (20th) ~~calendar days of the month~~ day following the ~~report month~~ end of the month being
16 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly
17 required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed
18 more than five (5) business days.

19 2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR.
20 These reports ~~shall~~ will be on a form acceptable to, or provided by, ADMINISTRATOR and ~~shall~~ will
21 report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) ~~or cost center(s)~~
22 described in the Services Paragraph of this Exhibit A to ~~this~~ the Agreement. Such reports ~~shall~~ will
23 include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of
24 the fiscal year. Year-End Projection Reports ~~shall~~ will be submitted at in conjunction with the ~~same time~~
25 ~~as the monthly~~ Monthly Expenditure and Revenue Reports.

26 C. PROGRAMMATIC

27 1. PROGRAMMATIC REPORT - CONTRACTOR shall submit written programmatic
28 reports to ADMINISTRATOR for each quarter during Period One and Period Two. Programmatic
29 reports shall be submitted no more than thirty (30) calendar days after each quarter ending September,
30 December, March, and June, and include:

- 31 a. Any difficulties or special problems;
- 32 b. Staff changes;
- 33 c. Status of licenses and/or certifications;
- 34 d. Listing of training for psychiatrists and Crisis Stabilization Unit (CSU) staff;
- 35 e. A summary of contract productivity including the number of admission, discharges,
36 confirmations, transfers, medical assessments, as well as a reporting of trends as regards this same date
37 set;

- 1 f. A summary of Medication and Quality Review Committee activities;
 2 g. A summary of Quarterly Psychiatrist and Medical Practitioner meeting activities; and
 3 h. A summary of activities intended to build relationships and increase collaboration with
 4 external agencies.

5 ~~2. CRISIS ENCOUNTER REPORT~~

6 ~~a. CONTRACTOR shall develop and maintain a Crisis Encounter Database for services~~
 7 ~~provided by the Triage Grant psychiatrist. The database shall track information including but not~~
 8 ~~limited to: the total number of service contacts, number of unduplicated clients served, client~~
 9 ~~demographics, client's enrollment status at time of service, type and length of service provided, and~~
 10 ~~recommended disposition following evaluation.~~

11 ~~b. CONTRACTOR shall submit a report to ADMINISTRATOR that includes the~~
 12 ~~information above, on a form acceptable to or provided by ADMINISTRATOR, which will be received~~
 13 ~~by ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month~~
 14 ~~being reported, unless otherwise specified. Data shall be reported separately for adults and children.~~

15 ~~D. ADDITIONAL REPORTS CONTRACTOR shall~~ D. ADDITIONAL REPORTS ~~—~~
 16 CONTRACTOR shall, as mutually agreed between CONTRACTOR and ADMINISTRATOR, make
 17 additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's
 18 activities as they affect the duties and purposes contained in this Agreement. ADMINISTRATOR will
 19 provide CONTRACTOR with at least thirty (30) calendar days' notice if such additional reports are
 20 required, and shall explain any procedures for reporting the required information.

21 E. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
 22 welfare of clients all guests, including but not limited to serious physical harm to self or others, serious
 23 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
 24 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of becoming aware of any such
 25 serious adverse incident. ~~CONTRACTOR shall advise ADMINISTRATOR of any special incidents,~~
 26 ~~conditions, or issues that adversely affect the quality or accessibility of client-related services provided~~
 27 ~~by, or under contract with, the COUNTY as identified in the Health Care Agency's policy and~~
 28 ~~procedures.~~

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

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

36 2. Maximize the use of the allocated funds;

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

1 supports the utilization of Peer Mentors in providing supportive assistance ~~in the client's~~ and partnering
 2 with and shadowing CSU staff, in order to support the individual's journey of recovery, self-sufficiency
 3 and linkage to COUNTY services post-discharge.

4 1. PSYCHIATRIST SERVICES - CONTRACTOR shall provide an on-site licensed
 5 psychiatrist, on a twenty-four (24) hours per day, seven (7) days per week basis at the CSU. The
 6 licensed psychiatrists shall provide the following:

7 a. Evaluate and treat an average of three hundred fifty (350) to four hundred fifty (450)
 8 ~~clients~~ individuals per month.

9 b. Conduct a comprehensive assessment of all individuals presenting to the CSU. The
 10 psychiatric ~~evaluations including~~ evaluation shall include an interview, mental-status exam, and an
 11 applicable ~~Diagnostic and Statistical Manual (DSM) diagnosis,~~ International Classification of Diseases,
 12 10 revision, Clinical Modification (ICD-10-CM). The basic medical screening shall include a review of
 13 systems and shall include consultation with the on-call Basic Medical Services physician as applicable.
 14 All assessments and clinical recommendations are to be completed without unnecessary delay,
 15 regardless of the time of admission.

16 c. Issue prescriptions and order medication as clinically indicated. Medication may be
 17 psychiatric drugs and/or medical drugs to treat some ongoing medical conditions, including symptoms
 18 of alcohol or substance abuse withdrawal.

19 d. Provide informed consent and obtain signed medication consent form for each
 20 psychotropic medication prescribed.

21 e. Meet with ~~client~~ individual and family or significant other as clinically indicated and
 22 available to assist crisis stabilization efforts.

23 f. Identify an appropriate disposition of all persons admitted to the CSU within twenty-
 24 three (23) hours of admission.

25 g. Assist COUNTY mental health staff, to screen ~~clients~~ individuals referred to the CSU
 26 without delay in order to determine the most appropriate method of treatment and dispositional
 27 alternatives.

28 h. Provide consultation and psychiatric support to the CAT, which may include telephone
 29 consultation, as well as in person psychiatric consultation and clinical recommendations for
 30 ~~clients~~ individuals who present to the CSU.

31 i. Provide psychiatric consultation to other health professionals regarding potential
 32 mental health referrals (i.e., local medical emergency ~~room~~ department physicians, adult crisis residential
 33 programs, etc.).

34 j. All consultations shall be completed without unnecessary delay, regardless of the time
 35 of the request.

36 k. Provide relevant training opportunities (i.e., on-site presentations) to CSU mental
 37 health staff a minimum of six (6) times per year.

1 1. Attend a minimum of three (3) of the COUNTY's quarterly physician meetings, and
2 other educational and/or administrative meetings arranged by the COUNTY.

3 m. Complete mandatory trainings required by COUNTY by the specified deadline.

4 n. Document in compliance with Medi-Cal and Medicare chart compliance standards on
5 each patient for each shift.—

6 o. Complete a Return/Send to Medical Services form for any clientsindividuals returned
7 to or sent out from CSU for medical services upon the physician's direction.

8 2. ~~TRIAGE GRANT PSYCHIATRIST – CONTRACTOR shall provide an additional~~
9 ~~psychiatrist for eight (8) hours per day, seven (7) days per week to address the stabilization needs of~~
10 ~~adult and youth psychiatric clients presenting to emergency departments of hospitals participating in the~~
11 ~~Triage Grant program. The Triage Grant psychiatrists shall provide the following:~~

12 ~~————— a. Provide telephonic psychiatric consultation to emergency department physicians and/or~~
13 ~~to designated triage personnel in emergency rooms of hospitals participating in the Triage Grant~~
14 ~~program. Triage personnel includes both licensed mental health trained professionals and Peer Mentors.~~
15 ~~Consultation shall focus on how to best address the needs of persons presenting to the emergency room~~
16 ~~in psychiatric crisis in order to stabilize the immediate crisis, minimize any additional stress on the~~
17 ~~client and maximize their opportunity for continued stabilization post discharge.~~

18 BASIC ~~————— b. Provide mobile services to hospitals participating in the Triage Grant Programs~~
19 ~~once fully implemented. Triage Grant psychiatrists shall provide face to face assessment and crisis~~
20 ~~intervention services to emergency department clients upon request of emergency department~~
21 ~~physicians. Triage Grant psychiatrist shall also provide face to face consultation to emergency room~~
22 ~~physicians or Triage Grant personnel as requested.~~

23 ~~————— c. Apply relevant sections of the Welfare & Institutions Code regarding involuntary~~
24 ~~treatment as may be necessary and appropriate based on client evaluation.~~

25 ~~————— d. Provide services utilizing Recovery Model philosophy which is person centered,~~
26 ~~strengths-based, individualized and focused on imparting hope and developing resilience in persons~~
27 ~~served.~~

28 ~~————— e. Support a culture that supports the utilization of Peer Mentors in providing supportive~~
29 ~~assistance in the client's recovery, self-sufficiency and linkage to COUNTY services post discharge.~~

30 ~~————— f. Complete required data collection, tracking and reporting.~~

31 ~~————— g. Document in compliance with Medi-Cal and Medicare chart compliance standards on~~
32 ~~each patient for each shift.~~

33 ~~————— 3. MEDICAL SERVICES - CONTRACTOR shall provide licensed medical personnel for a~~
34 ~~minimum of eight (8) hours per day, seven (7) days per week to address the basic medical needs of adult~~
35 ~~psychiatric clients who present themselves or are brought to the CSU to access emergency psychiatric~~
36 ~~services. The a licensed Board Certified or Board Eligible physician in Internal medicine, Family~~
37 ~~medicine or Emergency medicine as well as associated staff under the physician's direct supervision~~

1 which may include Nurse Practitioner or Physician Assistant. The focus of this service shall be to assist
 2 the on-site psychiatrist to expand access to ~~early intervention and treatment services, provide~~ timely
 3 assessment and crisis stabilization; and to prevent unnecessary utilization of emergency
 4 ~~rooms~~ departments whenever possible and appropriate. ~~Services shall include:~~

5 ~~_____~~ The licensed practitioner(s) described above shall provide the following:

6 a. ~~_____~~ Telephonic medical consultation for the attending CSU psychiatrist on a twenty-four 24
 7 hours a day, seven (7) days a week, basis with a call back time of 10 minutes.

8 ~~_____~~ b. ~~Assess~~ Assist the on-site psychiatrist to address the basic medical needs of adult clients
 9 ~~presenting to the CSU, with an emphasis on those~~ psychiatric individuals who ~~have not yet been seen in~~
 10 ~~an~~ present themselves or are brought to the CSU to access emergency department of a local hospital.
 11 ~~psychiatric services.~~

12 ~~_____~~ c. Provide telephonic consultation and treatment recommendation of _____

13 ~~_____~~ b. ~~Screen for emergency~~ medical conditions, ~~or for physical illnesses and/or medical conditions~~
 14 ~~that may compromise~~ to attending psychiatrist at CSU in regards to guests admitted to the clients'
 15 ~~psychiatric~~ CSU to support their stabilization and ~~recovery.~~

16 ~~_____~~ c. ~~Strive to exclude medical etiologies of symptoms.~~

17 ~~_____~~ d. ~~Provide basic medical treatment that enables clients to~~ transition to an appropriate level
 18 of care.

19 ~~_____~~ d. ~~_____~~ e. ~~Prescribe~~ Provide telephonic consultation and administer
 20 ~~medications appropriate to the~~ treatment recommendation of medical condition being treated, and ensure
 21 ~~that such medication does not interfere with any other medications prescribed by the~~ conditions to
 22 ~~attending~~ psychiatrist.

23 ~~at CSU in regards to guests in the~~ _____ f. ~~Provide education regarding any identified~~
 24 ~~medical condition, recommended treatment(s), and any on-going care needs.~~

25 ~~_____~~ g. ~~Coordinate medical treatment and serve as interface with the HCA staff, psychiatrists~~
 26 ~~and hospital~~ emergency departments.

27 ~~_____~~ h. ~~Document~~ physical examinations, ~~test~~ results, ~~treatment~~ and ~~treatment~~
 28 ~~recommendations on forms required by the County, in compliance with charting standards.~~

29 ~~_____~~ i. ~~Develop written standard procedures and/or guidelines/protocols~~ waiting for medical
 30 care at the CSU and any future modification of standard procedures that may be deemed necessary.

31 ~~_____~~ j. ~~Provide consultation as needed~~ clearance to come to the CSU - Officer Of The Day in
 32 reviewing referrals from emergency departments to determine those meeting ~~_____~~, enabling increased patient
 33 ~~flow into the~~ CSU medical clearance guidelines for admission.

34 ~~_____~~ k. ~~Complete a Return/Send to Medical Services form for any clients returned to or sent~~
 35 ~~out from CSU for medical services.~~

36 ~~_____~~ 4 ~~_____~~ 3. MEDICAL DIRECTOR - CONTRACTOR shall provide a medical director who
 37 shall be approved by ADMINISTRATOR. The medical director is responsible for overall ongoing

1 medical and psychiatric services at the CSU. In consultation with the program manager and on-site
 2 supervisor, the medical director shall be responsible for the daily and ongoing clinical treatment
 3 management for all ~~clients~~ individuals served at the CSU, and will ensure that all medical and
 4 psychiatric ~~related regulatory guidelines~~ services are ~~maintained~~ provided consistent with applicable
 5 state and federal laws and regulations and County policy and procedures, including, but not limited to,
 6 Title IX, HIPAA, Welfare & Institutions Code. The medical director will provide the following:

7 a. Be on-site at the CSU at least twelve (12) hours per week, with a minimum of eight (8)
 8 hours spent providing direct services to the CSU ~~patients~~ guests. The balance of the time may be spent
 9 in administrative, personnel, or quality assurance activities. It is understood by the Parties that the
 10 medical director may provide additional administrative hours that, at medical director's discretion, may
 11 not be provided on-site at the CSU.

12 b. Coordinate physicians' work schedules and provide personal supervision of all
 13 psychiatrists in the CSU program, including yearly performance evaluations of CONTRACTOR's
 14 psychiatrists.

15 c. Coordinate medical practitioners' work schedules and provide or make provisions for
 16 personal supervision of all medical practitioners in the CSU program, including completing yearly
 17 performance evaluations.

18 d. Arrange for and provide on-site psychiatric coverage on a twenty-four (24) hour, seven
 19 (7) day-per-week basis.

20 e. Arrange for and provide a licensed Board Certified or Board Eligible physician in
 21 Internal medicine, Family medicine or Emergency medicine as well as associated staff under the
 22 physician's direct supervision which may include Nurse Practitioner or Physician Assistant to provide
 23 twenty-for (24) hours per day, seven (7) days a week basis telephonic consultation of medical conditions
 24 and treatment upon request of the CSU attending psychiatrist. Medical Director will be responsible for
 25 tracking and monitoring all medical consultations and ensuring that documentation for such
 26 consultations is completed and readily available in the chart for individuals at the CSU and logged for
 27 guests in the emergency departments waiting for clearance to come to the CSU.

28 ~~f. ————— e. ——— Arrange for and provide an additional psychiatrist eight (8) hours~~
 29 ~~per day, seven (7) days per week to address the stabilization needs of adult and youth psychiatric clients~~
 30 ~~in emergency departments participating in the Triage Grant program.~~

31 ~~————— f. ——— Arrange for and provide a licensed medical professional for a minimum of eight (8)~~
 32 ~~hours per day, seven (7) days per week to provide medical assessment, treatment, and medication~~
 33 ~~services primarily to walk in clients to ensure clients meet medical admission criteria.~~

34 ~~————— g. ——— Ensure psychiatrists and medical practitioners are immediately available for on-site~~
 35 ~~patient evaluations throughout assigned hours of duty; that respond to COUNTY mental health staff~~
 36 ~~requests for on-site evaluations, medication orders, or consultations; and that psychiatrists do not leave~~
 37 ~~the CSU prior to the arrival of the oncoming physician.~~

1 hg. Attend and actively participate in CSU Quality Improvement (QI) meetings on a
 2 quarterly basis which shall include topics related to review of monthly statistical data, mental health
 3 laws and regulations, CSU policies and procedures, and identification of measures to improve services
 4 at CSU.

5 ih. Provide for the clinical review of cases as requested by ADMINISTRATOR and ensure
 6 psychiatric staff actively participates with COUNTY mental health staff in the Quality Improvement
 7 (QI) process including but not limited to quality of care reviews and medication monitoring with
 8 appropriate required documentation.

9 ji. Facilitate active interfacing between CONTRACTOR'S and community emergency
 10 ~~room~~ department physicians, inpatient medical directors, mental health physicians, and other physicians
 11 treating ~~patients~~ individuals referred to and from the CSU, including providing education and
 12 consultation regarding managing behavioral emergencies.

13 kj. Ensure physicians follow the medical admission criteria in accepting
 14 ~~patients~~ individuals to the CSU.

15 lk. Upon request, provide feedback to the on-site CSU Supervisor on the clinical skills of
 16 COUNTY mental health staff, with recommendations on related clinical skills training. Provide clinical
 17 skills training a minimum of six (6) times a year. A description and schedule of training sessions shall
 18 be provided to the on-site CSU Supervisor in advance of each quarter.

19 ~~_____~~ ml. Ensure psychiatrists provide timely, case specific medical/psychiatric
 20 direction for ~~client~~ individual care and dispositional recommendations focusing on non-hospital
 21 alternatives when possible and appropriate, and referrals to inpatient settings when ~~patients~~ individuals
 22 meet medical necessity criteria.

23 nm. Ensure staff psychiatrists understand and follow COUNTY program philosophy of the
 24 CSU (i.e. mental health treatment in the least restrictive level of care possible in the shortest time
 25 possible), legal mandates and criteria, policies and procedures, and relevant County and State policies
 26 and regulations.

27 on. Establish recruitment and hiring practices for CSU psychiatrists and medical
 28 practitioners; notify COUNTY regarding vacancies within seventy-two (72) hours; provision to the
 29 Program Manager, for review, the required credentials for any/all prior to start date at the CSU; and
 30 maintain a current list of psychiatrists and medical practitioners available to fill vacancies at the CSU.

31 po. Provide a minimum of twelve (12) hours on-site orientation to each new psychiatrist
 32 and/or medical practitioners providing services at the CSU with a focus on mental health laws and
 33 regulations, treatment protocol, and CSU program mandates.

34 p. CONTRACTOR shall provide orientation materials; including a check list and manual,
 35 approved by ADMINISTRATOR; within thirty (30) days of the start of the Agreement.

36 q. Ensure the psychiatric staff is composed of the diverse ethnic backgrounds meeting the
 37 needs of the various cultures that the CSU serves, with the ability to speak at least the major threshold

1 languages of the ~~clients~~individuals served (i.e., English, Spanish, Vietnamese, Korean and Farsi).

2 r. Conduct meetings at least quarterly with the physicians assigned to the CSU and the
3 COUNTY QI representative, which shall include discussions of mental health laws and regulations,
4 CSU policies and procedures, treatment protocol/procedures, medication monitoring, case
5 representations including special incident reviews and problematic cases, identification of measures to
6 improve services at the CSU, and whether contract is progressing favorably in meeting contract
7 requirements.

8 s. Provide expert medical/psychiatric testimony in or out of court regarding the condition
9 of any ~~client~~individual treated pursuant to this Agreement.

10 t. Participate in the annual review and/or revision of the CSU policies and procedures
11 relating to medication administration, seclusion and restraint, and responding to medical emergencies.

12 u. Participate in the annual review and/or revision of the established minimum levels of
13 medication to be maintained in stock at the CSU.

14 v. Arrange for qualified physician coverage of all related duties when medical director is
15 unavailable.

16 ~~54~~. CONTRACTOR's physicians shall not do any private billing for ~~patients~~individuals seen at
17 the CSU.

18 ~~65~~. CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in
19 a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
20 shall maintain documents of such efforts which may include; but not be limited to: records of
21 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
22 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
23 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
24 challenged.

25 ~~76~~. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding
26 sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the
27 terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not
28 be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
29 institution, or religious belief.

30 ~~87~~. CONTRACTOR and all psychiatrists and medical practitioners shall obtain a NPI upon
31 commencement of this Agreement or prior to providing services under this Agreement.
32 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
33 ADMINISTRATOR, all NPI as soon as they are available.

34 ~~98~~. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
35 conduct research activity on COUNTY ~~clients~~guests without obtaining prior written authorization from
36 ADMINISTRATOR.

37 ~~109~~. CONTRACTOR shall maintain all requested and required written policies, and provide

1 to ADMINISTRATOR for review, input, and approval prior to finalizing said policies.

2 ~~11. DATA CERTIFICATION~~

3 ~~a. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and~~
 4 ~~complete Client database for all Clients served under this Agreement. The Client database shall be~~
 5 ~~certified upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth~~
 6 ~~(10th) calendar day of every month. If CONTRACTOR's current database copy cannot be submitted~~
 7 ~~via Microsoft Access file format, the data must be made available in an HCA approved database file~~
 8 ~~type. If CONTRACTOR's system is web-based, CONTRACTOR shall allow ADMINISTRATOR~~
 9 ~~accessibility for monitoring, reporting, and allowing accessibility to view, run, print, and export Client~~
 10 ~~records/reports.~~

11 ~~b. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database~~
 12 ~~errors.~~

13 ~~c. CONTRACTOR shall, on a monthly basis, provide a separate file comprised of~~
 14 ~~required data elements provided by COUNTY as outlined in Subparagraph IV.C of this Exhibit A with~~
 15 ~~verification that outcome data is correct.~~

16 ~~12~~ 10. Telemedicine/video-conferencing capability may be developed by the COUNTY in
 17 the future. CONTRACTOR shall provide and/or ensure psychiatrists attend any required training
 18 necessary, adopt any necessary policies, in order to utilize the technology.

19 C. PERSONS/INDIVIDUALS TO BE SERVED

20 1. CONTRACTOR shall provide psychiatric and basic medical services to all adults, ages
 21 eighteen (18) and older, referred or presenting themselves to the CSU for services, regardless of the
 22 ability or inability of such persons to pay for such services.

23 2. CONTRACTOR shall ~~provide Triage Grant psychiatry services to adult and youth~~
 24 ~~psychiatric clients upon request from emergency room physicians in hospitals participating in the Triage~~
 25 ~~Personnel Grant program when such requests occur during the off-site psychiatrist scheduled hours.~~

26 ~~3. CONTRACTOR shall~~ make no distinction as to voluntary or involuntary status of
 27 ~~clients~~ individuals for the provision of these services. ~~Clients~~ Individuals involuntarily detained pursuant
 28 to WIC §5150, §5250, §5350, or Penal Code 4011.6, as well as those on voluntary status, will be
 29 evaluated.

30 43. Persons requiring emergency medical care may not be provided psychiatric services until
 31 such emergency medical treatment has been provided them.

32 ~~D~~ D. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
 33 conduct research activity on COUNTY guests without obtaining prior written authorization from
 34 ADMINISTRATOR.

35 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
 36 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
 37 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be

used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

F. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

G. PERFORMANCE OUTCOMES - For the purpose of evaluating the impact or contribution of CONTRACTOR's services on the well-being of the Orange County residents being served under the terms of this Agreement, CONTRACTOR shall meet or exceed identified performance outcome measures. On a quarterly basis, CONTRACTOR shall report the status of performance outcome measures as outlined below:

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

2. Provide the least restrictive alternatives and an effective medication approach that result in seclusion and restraint use of ~~1.60%~~ one point six percent (1.6%) or less of admissions per month.

3. Prevent unwarranted psychiatric hospitalizations by providing timely and appropriate evaluation and stabilization that result in discharging a minimum of fifty-five percent (55%) of admissions on a monthly basis.

4. ~~Identify/secure medical personnel and collaborate on development of~~ Secure a medical support program capable of providing ~~medical assessments~~ on-call consultation services in support of the medical screening and basic medical treatment on-site at the CSU ~~by December 31, 2015.~~

~~5. Develop off site/mobile psychiatric evaluation and develop and consultation capability by December 31, 2015.~~

~~6. At twenty four (24) maintain a tracking and thirty six (36) months, which shall be determined by COUNTY, an independent evaluator will review all data and performance outcomes monitoring system by August 1, 2017 to determine/evaluate its effectiveness of the Triage Grant program. CONTRACTOR must cooperate fully with evaluator, providing reports and/or data as may be requested. Following the evaluation, COUNTY may recommend to CONTRACTOR to modify the Performance Outcome Objectives.~~

7. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Performance Outcomes Paragraph of this Exhibit A to the Agreement.

H. QUALITY IMPROVEMENT - CONTRACTOR shall comply with and participate in COUNTY's Quality Improvement program, the overall goal of which is the maintenance of high quality client individual care, effective utilization of services offered, and continuous quality monitoring and improvement of services. This program includes utilization review monitoring processes to evaluate the appropriateness of treatment, peer review, medication monitoring, and other procedures and standards that address the quality of client individual records and quality of care.

1. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR Documentation Manual or its equivalent, and any State requirements, as provided by

1 ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal, Medicare
2 and ADMINISTRATOR charting standards.

3 2. CONTRACTOR shall regularly review their charting, IRIS data input and billing systems
4 to ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate
5 claim submissions.

6 3. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality
7 improvement meetings and processes. Such records and minutes will also be subject to regular review
8 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
9 ADMINISTRATOR's P&P.

10 4. CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct, QIC
11 and medication monitoring meetings.

12 ~~F~~ I. MEETINGS - CONTRACTOR shall attend meetings as requested by COUNTY, including
13 but not limited to:

14 1. Case conferences, as requested by ADMINISTRATOR, to address any aspect of clinical
15 care and implement any recommendations made by COUNTY to improve ~~elient~~ Individual care.

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

20 3. Clinical staff training for individuals conducted by CONTRACTOR and/or
21 ADMINISTRATOR.

22 ~~G~~ J. TOKENS - ADMINISTRATOR shall provide CONTRACTOR the necessary number of
23 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

24 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
25 a unique password. Tokens and passwords will not be shared with anyone.

26 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff
27 member to whom each is assigned.

28 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
29 Token for each staff member assigned a Token.

30 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
31 conditions:

- 32 a. Token of each staff member who no longer supports this Agreement;
- 33 b. Token of each staff member who no longer requires access to the HCA IRIS;
- 34 c. Token of each staff member who leaves employment of CONTRACTOR;
- 35 d. Token is malfunctioning; or
- 36 e. Termination of Agreement.

37 5. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through

1 acts of negligence.

2 6. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
3 statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available,
4 and if applicable.

5 ~~HK~~. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Services Paragraph of this Exhibit A to the Agreement.

7 8 VI. ~~StAFFING~~STAFFING

9 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
10 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
11 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
12 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
13 ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-
14 bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other
15 than salaries and employees benefits unless otherwise authorized, in writing and in advance, by
16 ADMINISTRATOR.

17 B. CONTRACTOR shall make its best effort to ~~provide~~ensure that services ~~provided~~are provided pursuant to
18 the Agreement are provided in a manner that is culturally and linguistically appropriate for the
19 population(s) served. CONTRACTOR shall ~~maintain~~ensure that documents are maintained of such
20 efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or
21 other applicable training; recruitment and hiring ~~policies and procedures~~P&Ps; copies of literature in
22 multiple languages and formats, as appropriate; and descriptions of measures taken to enhance
23 accessibility for, and sensitivity to, individuals who are physically challenged.

24 C. CONTRACTOR shall ensure that all psychiatrists and medical practitioners are trained and
25 have a clear understanding of all P&Ps.

26 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
27 any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

31 F. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training
32 and Annual Compliance Training.

33 G. CONTRACTOR shall ensure that all psychiatrists and medical practitioners complete the
34 COUNTY's Annual Provider Training and Annual Compliance Training.

35 ~~EH~~. CONTRACTOR shall ~~notify ADMINISTRATOR, in writing, within seventy two (72)~~
36 ~~hours,~~ensure compliance with ADMINISTRATOR's Standards of Care practices, P&Ps, documentation
37 standards and any vacancies that occur during the term of the Agreement state regulatory requirements.

F. CONTRACTOR and CONTRACTOR's psychiatrist must obtain designated status from the COUNTY to initiate involuntary detentions per section 5150 of the Welfare & Institutions Code prior to providing any services.

G. CONTRACTOR and CONTRACTOR's physicians shall maintain current Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) certification.

H. K. CONTRACTOR shall, at a minimum, provide the following staffing; pattern expressed in Full Time Equivalents (FTEs continuously throughout the term of the Agreement. One (1) FTE) which shall will be equal to an average of forty (40) hours per of work per week.

Psychiatric Services	<u>PSYCHIATRIC SERVICES</u>	FTE
ADMINISTRATIVE	<u>Medical Director</u>	<u>0.30</u>
Office Support	<u>Manager</u>	<u>0.375</u>
Accountant		<u>0.07</u>
Subcontractor		<u>4.31</u>
SUBTOTAL	ADMINISTRATIVE <u>PSYCHIATRIC</u>	0.375 <u>5.08</u>
SERVICES		
BASIC MEDICAL SERVICES	PROGRAM	
Medical Director		0.400 <u>1.10</u>
Office Manager		<u>0.13</u>
Psychiatrist	Subcontractor	4.225 <u>2.21</u>
SUBTOTAL	PROGRAM <u>BASIC MEDICAL SERVICES</u>	4.625 <u>4.44</u>
Psychiatric Services	PROGRAM <u>TOTAL FTE</u>	5.000 <u>9.52</u>
Basic Medical Services		<u>FTE</u>
PROGRAM		
Medical Director		<u>0.200</u>
Medical Doctor		<u>1.400</u>
Program Admin Support		<u>0.250</u>
SUBTOTAL	PROGRAM	<u>1.850</u>
Basic Medical Services	TOTAL FTE	<u>1.850</u>
Triage Grant Program		<u>FTE</u>
ADMINISTRATIVE		
Medical Director		<u>0.181</u>

1	SUBTOTAL ADMINISTRATIVE	0.181
2		
3	PROGRAM	
4	— Psychiatrist	1.500
5	— Program Admin Support	0.500
6	SUBTOTAL PROGRAM	2.000
7		
8	Triage Grant Program TOTAL FTE	2.181
9		
10	TOTAL FTE	9.031

11 1. The medical director and all psychiatrists providing services at the CSU must be licensed
 12 and possess a current Physician's and Surgeon's Certificate issued by the State of California Board of
 13 Examiners and have completed a three year training program in psychiatry, as approved by the Council
 14 on Medical Education of the American Medical Association, the Accreditation Council for Graduate
 15 Medical Education (ACGME), or the American Osteopathic Association. For the purposes of this
 16 Agreement, a third (3rd) year psychiatric resident, in an approved formal training program, shall be
 17 defined as a licensed psychiatrist only when providing services described herein under the direct
 18 supervision of CONTRACTOR's medical director. Services must be provided in at least the threshold
 19 languages, as defined by the County.

20 2. The identified medical personnel must be licensed by the State of California, and any
 21 applicable Board and be available for a minimum of eight hours per day/ seven days per week.

22 3. The medical director must be on-site at the CSU at least twelve hours per week with a
 23 minimum of eight hours spent providing direct services to the CSU ~~patients~~ guests.

24 4. One licensed psychiatrist must be on-site 24-hours (24) per day, seven (7) days per week.

25 5. One additional licensed psychiatrist must be available for a minimum of eight hours per
 26 day, ~~seven~~ (7) days per week.

27 6. Sufficient administrative staff must be available to support the contract requirements
 28 including, but not limited to, data collection, record keeping, reporting, billing and maintaining staff
 29 levels.

30 ~~I. WORKLOAD STANDARDS~~

31 ~~1. CONTRACTOR shall psychiatry services to complete at least four thousand two hundred~~
 32 ~~(4,200) CSU admissions in Period One and up to five thousand five hundred (5,500) in Period Two.~~

33 ~~2.~~ 7. CONTRACTOR shall maintain personnel files for each employed staff
 34 member, including management and other administrative positions, which will include, but not be
 35 limited to, an application for employment, qualifications for the position, documentation of
 36 bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

37 L. WORKLOAD STANDARDS - CONTRACTOR shall provide psychiatric and basic medical

1 ~~screening and~~ services to ~~approximately one hundred and an average daily census of~~ twenty ~~(120)~~
2 ~~clients per month by identified medical personnel~~ two guests.

3 ~~3. CONTRACTOR shall provide Triage Grant psychiatric services (telephonic consultation~~
4 ~~and/or or face to face services) to two hundred forty (240) persons in Period One and three hundred and~~
5 ~~six (306) in Period Two.~~

6 ~~J~~ M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
7 Staffing Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
PSYCHIATRIC AND BASIC MEDICAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
MARC A. CHARLES, M.D., INC.
JULY 1, 2015 THROUGH JUNE 30, 2017

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.~~

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

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

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

12 ~~6. The parties understand that the HIPAA Privacy and Security rules, as defined below in~~
13 ~~Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the~~
14 ~~covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the~~
15 ~~terms of this Business Associate Contract and the applicable standards, implementation specifications,~~
16 ~~and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,~~
17 ~~with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed~~
18 ~~pursuant to the Agreement.~~

19 ~~B. DEFINITIONS~~

20 ~~1. "Administrative Safeguards" are administrative actions, and policies and procedures, to~~
21 ~~manage the selection, development, implementation, and maintenance of security measures to protect~~
22 ~~electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection~~
23 ~~of that information.~~

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

26 ~~a. Breach excludes:~~

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

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

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

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

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

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

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

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

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

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

14 ~~_____ 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in~~
15 ~~45 CFR § 160.103.~~

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

18 ~~_____ 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in~~
19 ~~45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance~~
20 ~~with 45 CFR § 164.502(g).~~

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

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

26 ~~_____ 10. “PHI” shall have the meaning given to such term under the HIPAA regulations in~~
27 ~~45 CFR § 160.103.~~

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

30 ~~_____ 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or~~
31 ~~his or her designee.~~

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

37 ~~_____ 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of~~

1 ~~electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.~~

2 ~~15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in~~
 3 ~~45 CFR § 160.103.~~

4 ~~16. "Technical safeguards" means the technology and the policy and procedures for its use that~~
 5 ~~protect electronic PHI and control access to it.~~

6 ~~17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,~~
 7 ~~unreadable, or indecipherable to unauthorized individuals through the use of a technology or~~
 8 ~~methodology specified by the Secretary of Health and Human Services in the guidance issued on the~~
 9 ~~HHS Web site.~~

10 ~~18. "Use" shall have the meaning given to such term under the HIPAA regulations in~~
 11 ~~45 CFR § 160.103.~~

12 ~~C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:~~

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

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

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

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

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

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

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

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

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

10 ~~10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to~~
11 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,~~
12 ~~and to make information related to such Disclosures available as would be required for COUNTY to~~
13 ~~respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with~~
14 ~~45 CFR § 164.528.~~

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

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

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

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

34 ~~15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting~~
35 ~~CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at~~
36 ~~no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative~~
37 ~~proceedings being commenced against COUNTY, its directors, officers or employees based upon~~

1 ~~claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,~~
 2 ~~which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its~~
 3 ~~subcontractor, employee, or agent is a named adverse party.~~

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

14 #

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

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

20 ~~_____ 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to~~
 21 ~~COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph~~
 22 ~~B.2.a. above.~~

23 ~~— D. SECURITY RULE~~

24 ~~_____ 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish~~
 25 ~~and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with~~
 26 ~~45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to~~
 27 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.~~
 28 ~~CONTRACTOR shall develop and maintain a written information privacy and security program that~~
 29 ~~includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of~~
 30 ~~CONTRACTOR's operations and the nature and scope of its activities.~~

31 ~~_____ 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to~~
 32 ~~comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,~~
 33 ~~Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its~~
 34 ~~current and updated policies upon request.~~

35 ~~_____ 3. CONTRACTOR shall ensure the continuous security of all computerized data systems~~
 36 ~~containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,~~
 37 ~~maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents~~

1 ~~containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,~~
 2 ~~maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:~~

3 ~~_____ a. Complying with all of the data system security precautions listed under Subparagraph~~
 4 ~~E., below;~~

5 ~~_____ b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in~~
 6 ~~conducting operations on behalf of COUNTY;~~

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

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

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

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

20 ~~— E. DATA SECURITY REQUIREMENTS~~

21 ~~_____ 1. Personal Controls~~

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

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

33 ~~_____ c. Confidentiality Statement. All persons that will be working with PHI COUNTY~~
 34 ~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
 35 ~~COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and~~
 36 ~~Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the~~
 37 ~~workforce member prior to access to such PHI. The statement must be renewed annually. The~~

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

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

10 ~~_____2. Technical Security Controls~~

11 ~~_____a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY~~
12 ~~discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of~~
13 ~~COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which~~
14 ~~is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the~~
15 ~~COUNTY.~~

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

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

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

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

34 ~~_____f. Patch Management. All workstations, laptops and other systems that process and/or~~
35 ~~store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or~~
36 ~~transmits on behalf of COUNTY must have critical security patches applied, with system reboot if~~
37 ~~necessary. There must be a documented patch management process which determines installation~~

1 ~~timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable~~
2 ~~patches must be installed within thirty (30) calendar or business days of vendor release. Applications~~
3 ~~and systems that cannot be patched due to operational reasons must have compensatory controls~~
4 ~~implemented to minimize risk, where possible.~~

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

15 ~~1) Upper case letters (A-Z)~~

16 ~~2) Lower case letters (a-z)~~

17 ~~3) Arabic numerals (0-9)~~

18 ~~4) Non-alphanumeric characters (punctuation symbols)~~

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

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

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

33 ~~k. System Logging. The system must maintain an automated audit trail which can~~
34 ~~identify the user or system process which initiates a request for PHI COUNTY discloses to~~
35 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,~~
36 ~~or which alters such PHI. The audit trail must be date and time stamped, must log both successful and~~
37 ~~failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a~~

1 ~~database, database logging functionality must be enabled. Audit trail data must be archived for at least~~
2 ~~three (3) years after occurrence.~~

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

6 ~~m. Transmission encryption. All data transmissions of PHI COUNTY discloses to~~
7 ~~CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY~~
8 ~~outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is~~
9 ~~128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files~~
10 ~~containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as~~
11 ~~website access, file transfer, and E-Mail.~~

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

16 ~~3. Audit Controls~~

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

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

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

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

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

37 ~~b. Data Backup Plan. CONTRACTOR must have established documented procedures to~~

1 ~~backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular~~
2 ~~schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of~~
3 ~~the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule~~
4 ~~must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and~~
5 ~~COUNTY (e.g. the application owner) must merge with the DRP.~~

6 ~~5. Paper Document Controls~~

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

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

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

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

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

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

34 ~~F. BREACH DISCOVERY AND NOTIFICATION~~

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

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

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

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

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

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

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

17 ~~_____ 1) A brief description of what happened, including the date of the Breach and the date~~
18 ~~of the discovery of the Breach, if known;~~

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

22 ~~_____ 3) Any steps Individuals should take to protect themselves from potential harm~~
23 ~~resulting from the Breach;~~

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

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

28 ~~_____ 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in~~
29 ~~45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the~~
30 ~~COUNTY.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ~~4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as~~
2 ~~required by law.~~

3 ~~H. PROHIBITED USES AND DISCLOSURES~~

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

9 ~~2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI~~
10 ~~COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on~~
11 ~~behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by~~
12 ~~42 USC § 17935(d)(2).~~

13 ~~I. OBLIGATIONS OF COUNTY~~

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

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

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

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

25 ~~J. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

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

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

1 ~~_____ b. CONTRACTOR shall retain no copies of the PHI.~~
 2 ~~_____ c. In the event that CONTRACTOR determines that returning or destroying the PHI is not~~
 3 ~~feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or~~
 4 ~~destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,~~
 5 ~~CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit~~
 6 ~~further Uses and Disclosures of such PHI to those purposes that make the return or destruction~~
 7 ~~infeasible, for as long as CONTRACTOR maintains such PHI.~~
 8 ~~_____ 3. The obligations of this Business Associate Contract shall survive the termination of the~~
 9 ~~Agreement.~~

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
PSYCHIATRIC AND BASIC MEDICAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
MARC A. CHARLES, M.D., INC.
JULY 1, 2015 THROUGH JUNE 30, 2017

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 “PI 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 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 SSA and DHCS.

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

— 7. “PII” shall have the meaning given to such term in the IEA and CMPPA.

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

— 9. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require

#

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

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

6 ~~B. TERMS OF AGREEMENT~~

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

11 ~~2. Responsibilities of CONTRACTOR~~

12 ~~CONTRACTOR agrees:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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