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AGREEMENT FOR PROVISION OF
MENTAL HEALTH PSYCHIATRIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DONG IL LEE, M.D., INC.
JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2015

THIS AGREEMENT entered into this 1st day of July ~~2012~~2014, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and DONG IL LEE, M.D., INC., a California ~~Professional—Corporation~~professional corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Mental Health Psychiatric ~~Services~~services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT B

I. Business Associate Contract.....1

EXHIBIT C

I. Personal Information and Security Contract 1

REFERENCED CONTRACT PROVISIONS

Term: ~~July 1, 2012~~ 2014 through June 30, ~~2014~~ 2015

~~Period One means the period from July 1, 2012 through June 30, 2013~~

~~Period Two means the period from July 1, 2013 through June 30, 2014~~

Maximum Obligation:

~~— Period One~~

Maximum Obligation: \$1, ~~232,134~~ 355,347

~~Period Two Maximum Obligation: 1,232,134~~

~~TOTAL MAXIMUM OBLIGATION: \$2,464,268~~

Basis for Reimbursement: Negotiated Amount

Payment Method: Negotiated Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange

 Health Care Agency

 Contract Development and Management

 405 West 5th Street, Suite 600

 Santa Ana, CA 92701-4637

CONTRACTOR: Dong Il Lee, M.D., Inc.

 2412 North Mountain Avenue

 Upland, CA 91784

CONTRACTOR's Insurance Coverages:

 Coverage Minimum Limits

~~Commercial General Liability~~ ~~\$1,000,000 per occurrence~~

~~\$2,000,000 aggregate~~

~~Automobile Liability, including coverage~~ ~~\$1,000,000 per occurrence~~

~~—for owned, non-owned and hired vehicles~~

~~Workers' Compensation~~ ~~Statutory~~

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1 Employer's Liability Insurance \$1,000,000 per occurrence

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3 Professional Liability Insurance \$1,000,000 per claims made or

4 per occurrence

5 Sexual Misconduct \$1,000,000 per occurrence

6 dilee48@gmail.com

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I. ACRONYMS

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

A.	AA	Alcoholics Anonymous
B.	ABC	Allied Behavioral Care
C.	ADL	Activities of Daily Living
D.	AMA	American Medical Association
E.	AMHI	Adult Mental Health Indigent
F.	AMHS	Adult Mental Health Services
G.	AOA	American Osteopathic Association
H.	APA	American Psychiatric Association
I.	ARRA	American Recovery and Reinvestment Act
J.	ASO	Administrative Service Organization
K.	ASRS	Alcohol and Drug Programs Reporting System
C.	AES	Advanced Encryption Standard
D.	BCP	Business Continuity Plan
E.	L.	BBS Board of Behavioral Sciences
M.	BHS	Behavioral Health Services
N.	CAT	Centralized Assessment Team
O.	CCC	California Civil Code
F.	P.	CCR California Code of Regulations
G.	CD/DVD	Compact Disc/Digital Video or Versatile Disc
H.	CEO	County Executive Office
I.	Q.	CFR Code of Federal Regulations
J.	CIPA	California Information Practices Act
K.	R.	CHPP COUNTY HIPAA Policies and Procedures
L.	S.	CHS Correctional Health Services
M.	CMPPA	Computer Matching and Privacy Protection Act
N.	COI	Certificate of Insurance
O.	T.	CSW Clinical Social Worker
U.	CYS	Child Youth Services
V.	D/MC	Drug/Medi-Cal
P.	W.	DCR Data Collection and Reporting
X.	DD	Dual Disorders
Y.	DHCS	Department of Health Care Services
Q.	DoD	US Department of Defense

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1	R.	Z.	DPFS		Drug Program Fiscal Systems
2	S.		DRP		Disaster Recovery Plan
3	T.	AA.	DRS		Designated Record Set
4	U.		E-Mail		Electronic Mail
5	V.	AB.DSH			Direct Service Hours
6	AC.	DSM-IV			Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
7	AD.	EBP			Evidence-Based Practice
8	AE.	EHR			Electronic Health Record Records
9	W.	ePHI			Electronic Protected Health Information
10	X.	FIPS			Federal Information Processing Standards
11	Y.	GAAP			Generally Accepted Accounting Principles
12	Z.	AF.ETS			Evaluation & Treatment Services
13	AG.	FAX			Facsimile Machine
14	AH.	FSP			Full Service Partnership
15	AI.	FTE			Full Time Equivalent
16	AJ.	HCA			Health Care Agency
17	AA.	AK.	HHS		Health and Human Services
18	AB.	AL.	HIPAA		Health Insurance Portability and Accountability Act of 1996,
19					Public
20					Law 104-191
21	AC.	AM.	HSC		California Health and Safety Code
22	AD.	ID			Identification
23	AE.	AN.	IRIS		Integrated Records IEA Information
24					System Exchange Agreement
25	AF.	ISO			Insurance Services Office
26	AG.	AO.	KET		Key Events Tracking
27	AP.	LPT			Licensed Psychiatric Technician
28	AQ.	MFT			Marriage and Family Therapist
29	AR.	MHP			Mental Health Plan
30	AH.	AS.	MHS		Mental Health Specialist
31	AT.	MHSA			Mental Health Services Act
32	AU.	MIHS			Medical and Institutional Health Services
33	AV.	MORS			Milestones of Recovery Scale
34	AW.	MTP			Master Treatment Plan
35	AX.	NA			Narcotics Anonymous
36	AY.	NOA-A			Notice of Action
37					

11	AZ.	NP	Nurse Practitioner	
22	BA.	NPI	NIST	National Provider Identifier Institute of Standards and Technology
33	BB.	NPP	Notice of Privacy Practices	
44	BC.	AI.	OCJS	Orange County Jail System
55	BD.	AJ.	OCPD	Orange County Probation Department
66	BE.	AK.	OCR	Office for Civil Rights
77	BF.	AL.	OCSD	Orange County Sheriff's Department
88	BG.	AM.	OIG	Office of Inspector General
99	BH.	AN.	OMB	Office of Management and Budget
100	BI.	AO.	OPM	Federal Office of Personnel Management
111	BJ.	P&P	Policies and Procedures	
112	BK.	PADSS	AP. PA DSS	Payment Application Data Security Standard
113	BL.	PAF	Partnership Assessment Form	
114	BM.	PBM	Pharmaceutical Benefits Management	
115	BN.	AQ.	PC	State of California Penal Code
116	BO.	AR.	PCI DSS	Payment Card Industry Data Security Standard
117	AS.	BP.	PEI	Prevention and Early Intervention
118	BQ.	PHI		Protected Health Information
119	AT.	PI		Personal Information
200	AU.	BR.	PII	Personally Identifiable Information
211	AV.	BS.	PRA	Public Record Act
222	AW.	SIR		Self-Insured Retention
223	AX.	The HITECH Act	The Health Information Technology for Economic and Clinical Health	
224			Act, Public Law 111-005	
225	AY.	BT.	PSC	Personal Services Coordinator
226	BU.	QI		Quality Improvement
227	BV.	QIC		Quality Improvement Committee
228	BW.	RN		Registered Nurse
229	BX.	SRAS		Suicide Risk Assessment Standards
300	BY.	SSI		Social Security Income
311	BZ.	SSA		Social Services Agency
332	CA.	TAR		Treatment Authorization Request
333	CB.	TAY		Transitional Age Youth
334	CC.	UMDAP		Universal Method of Determining Ability to Pay
335	CD.	USC		United States Code
336	AZ.	CE.	WIC	State of California Welfare and Institutions Code
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~~CF. WRAP Wellness Recovery Action Plan~~

~~CG. XML Extensible Markup Language~~

II. ALTERATION OF TERMS

A. This Agreement, together with ~~Exhibit~~ Exhibits A, B, and C attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No.~~

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 writing and 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 ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Program Officer as described in subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of

11 this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance
 12 Program and Code of Conduct.

13 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
 14 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
 15 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
 16 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program and
 17 Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet
 18 said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code
 19 of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all
 20 required elements.

21 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 22 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
 23 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 24 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

29 ~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
 30 procedures and screen all Covered Individuals employed or retained to provide services related to this
 31 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
 32 Screening shall be conducted against the General Services Administration's Excluded Parties List
 33 System or System for Award Management, the Health and Human Services/Office of Inspector General
 34 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
 35 List and/or any other as identified by the ADMINISTRATOR.

36 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
 37 provide health care items or services or who perform billing or coding functions on behalf of
 38 HCA. ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
 39 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 40 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 41 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 42 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 43 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
 44 procedures.

45 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or~~
 46 ~~establish its own, provided CONTRACTOR's Compliance Program has been verified to include all~~

~~required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4., A.5., A.6., and A.7. below.~~

~~4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required elements.~~

~~6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.~~

~~7. Failure of CONTRACTOR to submit its Compliance Program~~ 2. An ~~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 screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.~~

~~1. Ineligible Person shall be any individual or entity who:~~

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

~~//~~

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

~~23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.~~

~~34. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are~~

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

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

56. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, //

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

67. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

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

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

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4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.~~

~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

~~D 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and 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.~~

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

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

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

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

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

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

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V. CONFIDENTIALITY

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

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

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

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

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

VI. 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.

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Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

ADMINISTRATOR has required.

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

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

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

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~~B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

VII. ~~EMPLOYEE ELIGIBILITY VERIFICATION~~ EMPLOYEE ELIGIBILITY VERIFICATION

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

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VIII. EXPENDITURE REPORT

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

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

IX. INDEMNIFICATION AND INSURANCE

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

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

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

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D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have 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).

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

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

Coverage	Minimum Limits
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 or per occurrence	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

G. 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 Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the

following endorsements, which shall accompany the COI:

1. 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, agents as Additional Insureds.

2. 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.

I. 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.

J. 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.

K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

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

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

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Q. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.
 b. No later than the expiration date for each policy.
 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

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

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

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

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

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

X. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with Exhibit A to 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.

~~X. INDEMNIFICATION AND INSURANCE~~

~~— A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other~~

~~performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

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

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~~—C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.~~

~~—D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations placed with reputable insurance companies in amounts as specified in the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.~~

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

XI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an

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

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

C. AUDIT RESPONSE

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

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

D. CONTRACTOR shall ~~employ~~retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Agreement.

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

XII. LICENSES AND LAWS

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

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COUNTY, and ~~any~~all other applicable governmental agencies.— CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of ~~an appeal~~any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

~~— B. The parties shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services. These laws, regulations, and requirements shall include, but not be limited to:~~

~~1. B. WIC, Divisions 5, 6 and 9.~~

~~2. State of HSC, §§1250 et seq.~~

~~3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~

~~4. CCR, Title 9, Title 17, and Title 22.~~

~~5. CFR, Title 42 and Title 45.~~

~~6. USC Title 42.~~

~~7. Federal Social Security Act, Title XVIII and Title XIX.~~

~~8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~

~~9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.~~

~~10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~

~~11. 31 USC 7501.70, Federal single Audit Act of 1984.~~

~~12. Policies and procedures set forth in MHP Letters.~~

~~13. Policies and procedures set forth in DMH Letters.~~

~~14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~

~~15. OMB Circulars A-87, A-89, A-110, A122.~~

~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by

Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

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

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

1. ARRA of 2009.

2. WIC, Divisions 5, 6 and 9.

3. State of HSC, §§1250 et seq.

4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.

5. CCR, Title 9, Title 17, and Title 22.

6. CFR, Title 42 and Title 45.

7. USC Title 42.

8. Federal Social Security Act, Title XVIII and Title XIX.

9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.

10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.

11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

12. 31 USC 7501.70, Federal Single Audit Act of 1984.

13. Policies and procedures set forth in Mental Health Services Act.

14. Policies and procedures set forth in DHCS Letters.

15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

16. OMB Circulars A-87, A-89, A-110, A-122.

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

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

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

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

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

XIV. MAXIMUM OBLIGATION

The ~~Total~~ Maximum Obligations Obligation of COUNTY for services provided in accordance with this Agreement ~~and the separate Maximum Obligations for Period One and Period Two are~~ as specified in the Referenced Contract Provisions of this Agreement, ~~except as allowed for in Subparagraph B. below.~~

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XV. NONDISCRIMINATION

A. EMPLOYMENT

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

creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

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

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

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; ~~as they relate to 20 USC §1681 - §1688;~~ Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, ~~as applicable~~, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

~~1. For the purpose of this Subparagraph B., discrimination~~ Nondiscrimination paragraph.

Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

C. COMPLAINT PROCESS ~~2. Complaint Process~~ – CONTRACTOR shall establish procedures for advising all clients through a written statement that ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, ~~ADMINISTRATOR, or the COUNTY's Patient's Rights Office.~~ CONTRACTOR's statement shall advise clients of the following: subcontractor, and ADMINISTRATOR.

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

~~1)a.~~ COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

~~2)b.~~ Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

~~2 b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.~~

~~e.~~ Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal ~~with the Patients' Rights Office.~~

D. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1

et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

XVI. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

~~—E. In the event of a death, notification shall be made in accordance with the Notification of Death Paragraph of this Agreement.~~

XVII. NOTIFICATION OF DEATH

~~—A. NON-TERMINAL ILLNESS 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 ~~hereunder~~ pursuant to this Agreement; provided, however, weekends and holidays shall not be included for

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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. ~~In addition;~~ WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after such death,~~ hand deliver ~~or,~~ fax, ~~a written Notification of Non-Terminal Illness Death~~ 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.

~~3. The telephone report and written Notification of Non-Terminal Illness Death 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.~~

~~B. TERMINAL ILLNESS DEATH~~

b. TERMINAL ILLNESS – ~~1.~~ CONTRACTOR shall notify ADMINISTRATOR by written report ~~faxed,~~ 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 ~~hereunder. The Notification of Terminal Illness Death 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~~ pursuant to this Agreement.

~~2.~~ C. If there are any questions regarding the cause of death of any person served ~~hereunder~~ 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 ~~Subparagraph A. above~~ this Notification of Death Paragraph.

XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or 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 public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XIX. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, ~~which include, but are not limited to:~~

~~B. 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).~~

~~2. State of California, Department of ASRS manual.~~

~~3. State of California, DPFS manual.~~

~~4. State of California, Health and Safety Code §123145.~~

~~5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).~~

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

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

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

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

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

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

~~2. The enrollment, payment, claims adjudication, and case or medical management record~~

11 systems maintained by or for a health plan; or

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

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

66 ~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit~~
 77 ~~or site visit.~~

88 ~~2. Provide auditor or other authorized individuals access to documents via a computer~~
 99 ~~terminal.~~

100 ~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if~~
 111 ~~requested.~~

112 ~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and~~
 113 ~~security of PH and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy~~
 114 ~~and/or security of PH and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by~~
 115 ~~telephone and email or facsimile.~~

116 //

117 //

118 ~~I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or~~
 119 ~~security of PH and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall~~
 120 ~~pay any and all such costs arising out of a breach of privacy and/or security of PH and/or PHI.~~

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

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

229 ~~L.~~

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

332 ~~ME.~~ If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
 333 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
 334 CONTRACTOR.

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

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

44 **XX. RESEARCH AND PUBLICATION**

55 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
 66 result of this Agreement for the purpose of personal publication.
 77

88 **XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

99 A. In accordance with the United States Immigration Reform and Control Act of 1986,
 100 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
 111 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
 122 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
 133 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
 144 identity of their employees and their eligibility for employment in the United States.
 155

166 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
 177 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 188 federal or California Minimum Wage to all its employees that directly or indirectly provide services
 199 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
 210 all its contractors or other persons providing services pursuant to this Agreement on behalf of
 221 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
 232 Wage.
 243

254 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
 265 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
 276 pursuant to providing services pursuant to this Agreement.
 287

298 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
 309 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
 320 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
 331 State of California (§§1770, et seq.), as it exists or may hereafter be amended.
 342

353 //

364 **XXII. SEVERABILITY**

375 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 386 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 397 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 408 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 419 in full force and effect, and to that extent the provisions of this Agreement are severable.
 430

XXIII. SPECIAL PROVISIONS

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

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

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

XXIV. STATUS OF CONTRACTOR

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

XXV. TERM

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

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

XXVI. TERMINATION

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

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this

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Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

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

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

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D. CONTINGENT FUNDING

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

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

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

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XXVII. THIRD PARTY BENEFICIARY

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

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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DONG IL LEE, M.D., INC.

DIL01MHKK15

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

DONG IL LEE, M.D., INC.

BY: - _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: - _____ DATED: _____

HEALTH CARE AGENCY

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

BY: - _____ DATED: _____

DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
MENTAL HEALTH PSYCHIATRIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DONG IL LEE, M.D. INC.
JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2015

I. COMMON TERMS AND DEFINITIONS

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.

A 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 are receiving services at a level and frequency and duration that is consistent with each client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

B 2. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

D 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.

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

F 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.

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

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

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

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

~~4~~ 2) 3 M's means the Quarterly Assessment Form that is completed for each client every three months in the approved data collection system.

~~2~~ 3) Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the consumers' perspective which will improve understanding of clients' needs and desires towards furthering their recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

~~3~~ 4) Data Certification means the process of reviewing State and ~~COUNTY~~ County mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

~~4~~ 5) KET means the tracking of a client's movement or changes in the approved data collection system. A KET must be completed and entered accurately each time ~~CONTRACTOR~~ the Agency is reporting a change from previous client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

~~5~~ 6) PAF means the baseline assessment for each client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

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

~~I~~ 8. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of clients and of available resources and advocacy through a process of casework activities in order to achieve the best

possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

~~10. J. CAT means a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty four hours per day, seven days per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health services.~~

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

~~L. 11. Client or Consumer~~ means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under ~~the~~this Agreement, who experiences chronic mental illness.

~~M. 12. Clinical Director~~ means an individual who meets the minimum requirements set forth in CCR, Title 9 and has at least two (2) years of full-time professional experience working in a mental health setting.

~~N. 13. CSW~~ means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

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

~~P. 15. DSH~~ means a measure in minutes that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any client open in the IRIS which includes both billable and non-billable services.

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

~~R. 17. Face-to-Face~~ means an encounter between client and provider where they are both physically present.

~~S. 18. FSP~~

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

- 11 a- 1) Crisis management;
- 12 b- 2) Housing Services;
- 13 c- 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case
14 management;
- 15 d- 4) Community-based Wraparound Recovery Services;
- 16 e- 5) Vocational and Educational services;
- 17 f- 6) Job Coaching/Developing;
- 18 g- 7) Consumer employment;
- 19 h- 8) Money management/Representative Payee support;
- 20 i- 9) Flexible Fund account for immediate needs;
- 21 j- 10) Transportation;
- 22 k- 11) Illness education and self-management;
- 23 l- 12) Medication Support;
- 24 m- 13) Dual Diagnosis Services;
- 25 n- 14) Linkage to financial benefits/entitlements;
- 26 o- 15) Family and Peer Support; and
- 27 p- 16) Supportive socialization and meaningful community roles.

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

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

employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as consumers move through the continuum of recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

~~T~~ 19. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by ~~COUNTY~~ the County of Orange for their program.

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This individual is also responsible for assisting consumers with applications to low income housing, housing subsidies, senior housing, etc.

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~~U~~ 20. Individual Services and Support Funds ~~Flexible Funds~~ means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support client’s mental health treatment activities.

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

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

~~X~~ 23. IRIS means a collection of applications and databases that serve the needs of programs within the ~~COUNTY~~ County of Orange Health Care Agency and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

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

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

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

~~AB~~ 27. Mental Health Rehabilitation Specialist means an individual who ~~has~~ has a Bachelor’s

Degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment and/or vocational adjustment.

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

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

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

3. c. Co-Occurring see DD Integrated Treatment Model ~~for definition~~;

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

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

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

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

8. h. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral;

1 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
 2 monitoring of the beneficiary's progress; and plan development;~~and~~

3 ~~9~~ i. Therapy means a service activity which is a therapeutic intervention that focuses
 4 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
 5 delivered to an individual or group of beneficiaries which may include family therapy in which the
 6 beneficiary is present.

7 ~~AD~~ 29. MHSA means the law that provides funding for expanded community mental health
 8 services. It is also known as "Proposition 63."

9 ~~AE~~ //

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

13 #

14 #

15 ~~AF~~ 31. MORS is a recovery scale that ~~the COUNTY~~ Orange County will be using for the
 16 ~~adult~~ Adult mental health programs in ~~the COUNTY~~ Orange County. The scale will provide the means of
 17 assigning consumers to their appropriate level of care and replace the diagnostic and acuity of illness-
 18 based tools being used today. MORS is ideally suited to serve as a recovery-based tool for identifying
 19 the level of service needed by participating members. The scale will be used to create a map of the
 20 system by determining which milestone(s) or level of recovery (based on the MORS) are the target
 21 groups for different programs across the continuum of programs and services offered by
 22 COUNTY Orange County Behavioral Health.

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

27 ~~AH~~ 33. NOA-A means a Medi-Cal requirement that informs the beneficiary that he/she is not
 28 entitled to any specialty mental health service. The ~~COUNTY~~ County of Orange has expanded the
 29 requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet
 30 the medical necessity criteria for specialty mental health services.

31 ~~AI~~ 34. NPP means a document that notifies individuals of uses and disclosures of PHI that may be
 32 made by or on behalf of the health plan or health care provider as set forth in HIPAA.

33 ~~AJ~~ 35. Outreach means the outreach to potential clients to link them to appropriate mental health
 34 services and may include activities that involve educating the community about the services offered and
 35 requirements for participation in the programs. Such activities should result in the CONTRACTOR
 36 developing their own client referral sources for the programs they offer.

37 ~~AK~~ 36. Peer Recovery Specialist/Counselor means an individual who has been through the same or

similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this function by the program. A peer recovery specialist practice is informed by his/her own experience.

~~AL~~ 37. PSC means an individual who will be part of a multi-disciplinary team that will provide community based mental health services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for clinical care and case management of assigned client and families in a community, home, or program setting. This includes assisting clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program's philosophy and its individualized, strength-based, culturally/linguistically competent and client-centered approach.

~~AM~~ 38. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits that are given to BHS & MIHS clients that qualify for medication benefits.

#

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

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

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

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

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

~~AS~~ 44. PHI means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates

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

~~AT~~ 45. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 623.

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

~~AV~~ 47. QIC means a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

~~AW~~ 48. Recovery is “a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential,” and identifies four major dimensions to support recovery in live:

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

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

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

~~4~~ d. Community: ~~Relationships~~ and social networks that provide support, friendship, love, and hope.”

~~AX~~ 49. Referral means providing the effective linkage of a client to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the client has made contact with the referred service.

~~AY~~ 50. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and client-centered approach.

~~AZ~~ 51. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by County, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum AMHS and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

~~BA~~ 52. Token means the security device which allows an individual user to access the HCA computer based IRIS.

~~BB~~ 53. UMDAP is the method used for determining the annual client liability for mental health services received from County mental health systems and is set by the State of California.

~~BC~~ 54. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one on one" vocational counseling and support to consumers to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

~~BD~~ 55. WRAP is a consumer self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

//

II. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears in the amount of \$~~102,678~~112,946 upon receipt of an invoice in a form acceptable to COUNTY, provided the total of such payments shall not exceed COUNTY's Maximum Obligation ~~for each period as set forth~~specified in the ~~Referenced~~ Contract Provisions of the Agreement.

//

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

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

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

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

~~F. COUNTY and CONTRACTOR acknowledge that psychiatric and other services may be carried out by means of subcontracts as defined in Subparagraph VI.A. of the Agreement, and should CONTRACTOR demonstrate to COUNTY that costs associated with these services have increased during the term of the Agreement, ADMINISTRATOR, at its sole discretion, may return to the County~~

~~of Orange Board of Supervisors to request an increase, through Amendment, in the total maximum obligation of the Agreement as identified in the Referenced Contract Provisions Paragraph of the Agreement.~~

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

III. REPORTS~~SERVICES~~

A. FISCAL - CONTRACTOR shall submit to ADMINISTRATOR a quarterly expenditure report for each quarter during Period One. Expenditure reports shall be in a form acceptable to ADMINISTRATOR, and shall be submitted no more than thirty (30) calendar days after each quarter ending September, December, March, and June.

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

1. Any difficulties or special problems;
2. Staff changes;
3. Status of licenses and/or certifications;
4. Listing of training for psychiatrists and Evaluation and Treatment Services (ETS) staff;
5. A summary of contract productivity including the number of admission, discharges, confirmations, transfers, length of stay, as well as a reporting of trends as regards this same date set;
6. A summary of Medication and Quality Review Committee activities;
7. A summary of Quarterly Psychiatrist meeting activities; and
8. A summary of activities intended to build relationships and increase collaboration with external agencies.

C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in this Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days notice if such additional reports are required, and shall explain any procedures for reporting the required information.

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

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

IV. SERVICES

A. FACILITY

1. CONTRACTOR shall provide or make available psychiatric and other services as required by ~~the~~this Agreement at COUNTY's ETS located at the following location, or any other facility designated, in writing, by ADMINISTRATOR:

1030 West Warner Avenue
Santa Ana, California 92707

B. SERVICES TO BE PROVIDED

1. CONTRACTOR shall provide an on-site psychiatrist, twenty-four (24) hours per day, seven (7) days per week at the ETS unit. The licensed psychiatrist must possess a current and valid Physician's and Surgeon's Certificate issued by the Medical Board of California and have completed a three (3) year training program in psychiatry, as approved by the Council on Medical Education of the ~~AMA~~American Medical Association. For the purposes of ~~the~~this Agreement, a third (3rd) year psychiatric resident, in an approved formal training program, shall be defined as a licensed psychiatrist only when providing services described herein under the direct supervision of CONTRACTOR's Medical Director. The licensed psychiatrists shall provide the following:

- a. Evaluation and treatment of up to four hundred (400) clients per month;
- b. Psychiatric evaluation of clients including an interview, mental-status, ~~current~~ DSM ~~IV~~TR-5 ~~five~~ axis diagnosis, and clinical recommendations. Such evaluations shall be completed without unnecessary delay, regardless of the time of admission;
- c. Issuing of prescriptions and ordering of medication as needed by clients. Medication may be psychiatric drugs and/or medical drugs to treat some ongoing medical conditions, including symptoms of alcohol or substance abuse withdrawal;
- d. Consultation and psychiatric support to the CAT at the ETS, which may include telephone consultation as well as in person psychiatric evaluation and clinical recommendations for medication; ~~clients who present to the ETS.~~
- e. Clinical supervision of, and consultation with, COUNTY mental health ETS staff;
- f. Psychiatric consultation to other health professionals regarding potential mental health referrals (i.e., local medical emergency room physicians);
- g. Assistance to COUNTY mental health staff in screening clients referred to the ETS in order to determine the most appropriate method of treatment and dispositional alternatives;

h. Telephone consultation to the Adult Crisis Residential Program (TREEhouse) regarding potential referrals of TREEhouse residents to ETS when such residents are experiencing a psychiatric crisis.

i. Consultations shall be completed without unnecessary delay, regardless of the time of the request.

ii. Relevant training opportunities (i.e., seminars and presentations) to ETS mental health staff a minimum of six (6) times per year.

jk. Attendance at a minimum of ~~two (2)~~ three (3) of the COUNTY's quarterly physician meetings, and at other educational and/or administrative meetings arranged by the COUNTY.

kl. Proof of attendance at or completion of mandatory trainings required by COUNTY by the specified deadline.

lm. An appropriate disposition of all persons admitted to the ETS within twenty-three (23) hours of admission.

mn. A physician to physician shift report must be completed at the conclusion and beginning of each shift; ~~and~~.

no. Documentation in compliance with medical necessity, Medi-Cal, and Medicare chart compliance standards on each patient for each shift.

~~2.~~ p. Prevention of unwarranted psychiatric hospitalization and reliance on inpatient services, by appropriate outpatient psychiatric evaluations and stabilization, crisis intervention, and other related mental health therapeutic interventions, as well as referral to alternative services.

~~3.~~ q. Completion of a Return/Send to Medical Services form for any clients returned to or sent out from ETS for medical services upon the physician's direction.

2. CONTRACTOR shall provide a Medical Director who shall be approved by ADMINISTRATOR. The Medical Director is responsible for overall ongoing medical and psychiatric services at the ETS. In consultation with the ~~ETS-Program Manager~~ and on-site Supervisor, the Medical Director shall be responsible for the daily and ongoing clinical treatment management for all patients served at the ETS, and will ensure that all medical and psychiatric-related regulatory guidelines are maintained. The Medical Director must be licensed, must possess a current Physician's and Surgeon's Certificate issued by the State of California Board of Examiners, and must have completed three (3) years graduate training in psychiatry in a program approved by the ~~AMA or the AOA~~ American Medical Association or the American Osteopathic Association. The Medical Director will provide:

a. On-site attendance at the ETS an average of twelve (12) hours per week, with up to eight (8) hours spent providing direct services to the ETS patients. The balance of the time may be spent in staff meetings, in reviewing the staff physician's work, and/or in attending administrative meetings. It is understood by the Parties that the Medical Director may provide additional administrative hours that, at Medical Director's discretion, may not be provided on-site at the ETS.

b. Coordination of physicians' work schedules and personal supervision of all psychiatrists

1 in the ETS program, including ~~written~~ yearly performance evaluations of CONTRACTOR's
2 psychiatrists, ~~which must be submitted to the ETS Program Manager for review.~~

3 c. On-site psychiatric coverage on a twenty-four (24) hour, seven (7) day-per-week basis;

4 d. Psychiatric staff that are immediately available for on-site patient evaluations
5 throughout assigned hours of duty; that respond to COUNTY mental health staff requests for on-site
6 psychiatric evaluations, medication orders, or consultations; and that do not leave the ETS prior to the
7 arrival of the oncoming physician;

8 e. Psychiatric staff that actively participate with COUNTY mental health staff in the QI
9 process (i.e. quality of care reviews and medication monitoring with appropriate required
10 documentation).

11 f. Facilitation of active interfacing with community emergency room physicians, inpatient
12 medical directors, mental health physicians, and other physicians treating patients referred to and from
13 the ETS; including providing education and consultation regarding managing behavioral emergencies.

14 g. Assurance that physicians follow the medical admission criteria in accepting patients to
15 the ETS;

16 h. Collaboration with the Program Manager, on-site Supervisor and/or QI representative,
17 to provide for the clinical review of cases treated by COUNTY mental health staff;

18 i. Annually, or upon request, ~~written~~ feedback to the on-site ETS ~~Program Manager and~~
19 ~~QI representative~~ Supervisor on the clinical skills of COUNTY mental health staff, with
20 recommendations on related clinical skills training. Clinical skills training shall be provided a minimum
21 of six (6) times a year, with an optimum goal of monthly training. A description and schedule of
22 training sessions shall be provided to the on-site ETS ~~Program Manager~~ Supervisor in advance of each
23 quarter;

24 //

25 j. Assurance that psychiatrists will provide case specific medical/psychiatric direction for
26 client care including psychiatric evaluations, interviews, mental status, diagnosis, clinical and
27 ~~##~~
28 dispositional recommendations focusing on non-hospital alternatives, and referrals to inpatient settings
29 when patients meet medical necessity criteria;

30 k. In collaboration with the ETS ~~Program Manager~~ Supervisor, development of referral
31 procedures and linkages with hospital emergency rooms, related to the medical treatment needs of
32 patients referred to and from the ETS;

33 l. Assurance that staff psychiatrists make no distinction in the treatment of clients as it
34 relates to voluntary and involuntary referrals to the ETS and the financial status of these patients;

35 m. Assurance that staff psychiatrists understand and follow COUNTY program philosophy
36 of the ETS (i.e. mental health treatment in the least restrictive level of care possible in the shortest time
37 possible), legal mandates and criteria, P&P policies and procedures, and relevant ~~COUNTY~~ County and

1 State policies and regulations.

2 ~~_____n. Identification of clinical training needs for mental health staff, and~~
3 ~~notification to Program Manager of potential/relevant training opportunities;~~

4 ~~_____o.~~ Recruitment and hiring practices for ETS psychiatrists; facilitation of communication
5 with the ~~ETS~~ Program Manager regarding vacancies and recruitment; provision to the ~~ETS~~ Program
6 Manager, for review, the required credentials for psychiatrists prior to start date at the ETS; and
7 maintenance of a current list of psychiatrists available to fill vacancies at the ETS;

8 ~~_____p.~~ A minimum of twelve (12) hours on-site orientation to each new physician providing
9 services at the ETS with a focus on mental health laws and regulations, treatment protocol, and ETS
10 program mandates;

11 ~~_____q.~~ Assurance that the psychiatric staff is composed of the diverse ethnic backgrounds
12 meeting the needs of the various cultures that the ETS serves, with the ability to speak at least the major
13 threshold languages of the clients served (i.e., English, Spanish, Vietnamese, and Farsi);

14 ~~_____r.~~ Staff meetings at least quarterly with the physicians assigned to the ETS and the
15 COUNTY QI representative, which shall include discussions of mental health laws and regulations, ETS
16 policies and procedures, treatment protocol/procedures, medication monitoring, case representations
17 including special incident reviews and problematic cases, and identification of measures to improve
18 services at the ETS;

19 ~~_____s.~~ Expert medical/psychiatric testimony in or out of court regarding the condition of any
20 client treated pursuant to ~~the~~ this Agreement;

21 ~~_____t.~~ Assurance of appropriate disposition of all persons admitted to the ETS within
22
23 twenty-four (24) hours of admission to the ETS, ~~and~~;

24 ~~_____u.~~ Assurance that the ~~completion of an Extended Stay Incident Report~~ psychiatric staff
25 complete a Return/Send to Medical Services form for length of stays over twenty four (24) hours;
26 ~~and any clients returned to or sent out from ETS for medical services upon the physician's direction.~~

27 ~~_____v.~~ Assurance of the prevention of unwarranted psychiatric hospitalizations and reliance on
28 inpatient services by appropriate outpatient psychiatric evaluations and stabilization, crisis intervention,
29 and other related mental health therapeutic interventions, as well as referral to alternative services.

30 ~~_____w.~~ Participation in the annual review and/or revision of the ETS policies and procedures
31 relating to medication administration, seclusion and restraint, and responding to medical emergencies.

32 ~~_____x.~~ Participation in the annual review and/or revision of the established minimum levels of
33 medication to be maintained in stock at the ETS.

34 3. CONTRACTOR's physicians shall not do any private billing for patients seen at the ETS.

35 #

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

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

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

7. CONTRACTOR shall obtain a NPI upon commencement of ~~the~~this Agreement or prior to providing services under ~~the~~this Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

C. PERSONS TO BE SERVED

1. CONTRACTOR shall provide services to adults, ages eighteen (18) and older.
2. CONTRACTOR shall provide services to all persons referred or presenting themselves to the ETS for services, regardless of the ability or inability of such persons to pay for such services.
3. CONTRACTOR shall make no distinction as to voluntary or involuntary status of clients for the provision of these services. Clients involuntarily detained pursuant to WIC §5150, §5250, §5350, or Penal Code 4011.6, as well as those on voluntary status, will be evaluated.
4. Persons requiring emergency medical care may not be provided psychiatric services until such emergency medical treatment has been provided them. ~~CONTRACTOR is not obligated to provide emergency medical treatment of conditions which are unrelated to the evaluation or treatment of psychiatric disorders.~~

D. PERFORMANCE OUTCOMES – For the purpose of evaluating the impact or contribution of CONTRACTOR's services on the well-being of ~~COUNTY~~the Orange County residents being served under the terms of ~~the~~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. Complete at least ~~5900~~3800 ETS admissions ~~and/or inpatient confirmations~~ per year.
2. Maintain an average time of four (4) hours or less from first call to placement decision for emergency department referrals on a monthly basis.
3. Maintain a minimum of ~~forty~~fifty-five percent (~~45~~55%) of admissions be discharged or diverted from inpatient hospitalization on a monthly basis.

E. QUALITY IMPROVEMENT – CONTRACTOR shall comply with and participate in

COUNTY's ~~QI~~ Quality Improvement program, the overall goal of which is the maintenance of high quality client 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 records and quality of care.

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

V. ~~STAFFING~~ STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing, expressed in Full Time Equivalents (FTE) which shall be equal to an average of forty (40) hours per work week. Each psychiatrist employed by CONTRACTOR to provide services pursuant to ~~the~~ this Agreement shall work no less than twelve (12) hours per week, unless otherwise approved by ADMINISTRATOR.

	<u>FTEs</u>
ADMINISTRATIVE	<u>FTEs</u>
Office Manager	<u>0.40</u>
SUBTOTAL ADMINISTRATIVE	0.40
PROGRAM	
Medical Director	0.40
Psychiatrists <u>Psychiatrist</u>	<u>4.20</u>
SUBTOTAL PROGRAM	4.60
TOTAL FTEs	5.00

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

~~V.~~ //
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//
//

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
MENTAL HEALTH PSYCHIATRIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DONG IL LEE, M.D., INC.
JULY 1, 2014 THROUGH JUNE 30, 2015

I. BUSINESS ASSOCIATE CONTRACT

REPORTS

A. ~~FISCAL~~ GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

1 //

2 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
3 pursuant to the Agreement.

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

1 //

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

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

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

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

12 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
13 45 CFR § 160.103.

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

16 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or
17 his or her designee.

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

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

25 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
26 45 CFR § 160.103.

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

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

33 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
34 45 CFR § 160.103.

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

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

1 by law.

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

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

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

12 5. CONTRACTOR agrees to report ~~for each quarter during Period One and Period Two.~~
13 ~~Expenditure reports shall be in a form acceptable to ADMINISTRATOR, and shall be submitted no~~
14 ~~more than~~ to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business
15 Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches
16 of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

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

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

25 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs
26 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty
27 (30) calendar days ~~after each quarter ending September, December, March, and June~~ of receipt of said
28 request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10)
29 calendar days after said amendment is completed.

30 ~~— B. PROGRAMMATIC — CONTRACTOR shall submit written programmatic reports to~~
31 ~~ADMINISTRATOR for each quarter during Period One and Period Two. Programmatic reports shall be~~
32 ~~submitted no more than thirty (30) calendar days after each quarter ending September, December,~~
33 ~~March, and June, and include:~~

- 34 ~~—— 1. Any difficulties or special problems;~~
35 ~~—— 2. Staff changes;~~
36 ~~—— 3. Status of licenses and/or certifications;~~
37 ~~—— 4. Listing of training for psychiatrists and ETS staff;~~

~~5. A summary of contract productivity including the number of admission, discharges, confirmations, transfers, length of stay, as well as a reporting of trends as regards this same date set;~~

~~6. A summary of Medication and Quality Review Committee activities;~~

~~7. A summary of Quarterly Psychiatrist meeting activities; and~~

~~8. A summary of activities intended to build relationships and increase collaboration with external agencies.~~

~~C. ADDITIONAL REPORTS CONTRACTOR shall make additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days notice if such additional reports are required, and shall explain any procedures for reporting the required information.~~

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

VI. RESPONSIBILITIES

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

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

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

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

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

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

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

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

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a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY ~~A. COUNTY will review the quantity and quality of services provided pursuant to the Agreement.~~ this Subparagraph C.; or

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

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

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish

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

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

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

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

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

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

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY

discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.

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

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

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

2. Technical Security Controls

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

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

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

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to

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

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

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

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

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Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)

2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

1 require prior written permission by COUNTY.

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

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

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

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

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

27 //

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

32 3. Audit Controls

33 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
34 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
36 COUNTY must have at least an annual system risk assessment/security review ~~will consist of the~~
37 ~~following~~ which provides assurance that administrative, physical, and technical controls are functioning

effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

~~1. At least monthly, ADMINISTRATOR will review medical and other records of clients provided services pursuant to the Agreement. This review will be made at the ETS.~~

~~2. ADMINISTRATOR will meet monthly with CONTRACTOR's Medical Director to review the overall program.~~

~~3. ADMINISTRATOR will review CONTRACTOR's procedures for quality improvement and medication monitoring, together with related records and documentation.~~

~~B. ADMINISTRATOR determines the criteria for admission to the ETS and is responsible for:~~

~~1. Confirming the admission of all psychiatric inpatient hospitalizations, including Medi-Cal Managed Care.~~

~~2. Coordinating ETS psychiatric services with and providing liaison to all contracted Medi-Cal Managed Care inpatient providers to which referrals are made for the purpose of providing voluntary and involuntary psychiatric inpatient evaluation and treatment.~~

~~3. Coordinating the admissions of all AMHI clients who do not require the inpatient psychiatric services of an acute hospital, to Royale Health Care Center, Inc., located adjacent to the ETS.~~

~~4. Coordinating the referral of AMHI clients to COUNTY contracted medical psychiatric unit when this level of care is necessary.~~

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~~5. Clinical supervision of COUNTY staff assigned to the ETS who provide crisis stabilization services.~~

~~6. Reviewing the quality and quantity of psychiatric services provided by the COUNTY mental health staff and all physicians.~~

~~C. ADMINISTRATOR's BHS Associate Medical Director is responsible for resolving disputes which may arise between ADMINISTRATOR's on-site Supervisor and CONTRACTOR's Medical Director or between CONTRACTOR's Medical Director and community emergency departments.~~

~~D. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse incident. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of client related services provided by, or under contract with, the COUNTY as identified in the~~

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

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in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement

1 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the
2 intended recipient before sending the fax.

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

10 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

37 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to

mitigate harm to Individuals, and to protect against any future Breaches; and

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the 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.

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. ~~ADMINISTRATOR's P&P~~ BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
MENTAL HEALTH PSYCHIATRIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DONG IL LEE, M.D., INC.
JULY 1, 2014 THROUGH JUNE 30, 2015

I. PERSONAL INFORMATION AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

3. "CMPPA Agreement" means the CMPPA Agreement between 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

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

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

34 :

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

37 #