

1 CONTRACT FOR PROVISION OF
2 PSYCHIATRIC AND BASIC MEDICAL SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 CEP AMERICA-PSYCHIATRY PC, DBA VITUIITY
7 JULY 1, 2020 THROUGH JUNE 30, 2022
8
9

10 THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the
11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CEP
12 AMERICA-PSYCHIATRY PC, DBA VITUIITY, a California professional corporation
13 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
14 as "Party" or collectively as "Parties." This Contract shall be administered by the County of Orange
15 Health Care Agency (ADMINISTRATOR).
16

17 **W I T N E S S E T H:**

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Psychiatric and
19 Basic Medical Services described herein to the residents of Orange County; and

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

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

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TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page	1
Table of Contents.....	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	7
III. Assignment of Debts	7
IV. Compliance.....	7
V. Confidentiality	11
VI. Conflict of Interest	12
VII. Cost Report.....	12
VIII. Debarment and Suspension Certification.....	15
IX. Delegation, Assignment and Subcontracts.....	16
X. Dispute Resolution.....	17
XI. Employee Eligibility Verification	18
XII. Equipment	18
XIII. Facilities, Payments and Services	20
XIV. Indemnification and Insurance.....	20
XV. Inspections and Audits	24
XVI. Licenses and Laws	25
XVII. Literature, Advertisements and Social Media	27
XVIII. Maximum Obligation	28
XIX. Minimum Wage Laws.....	28
XX. Nondiscrimination.....	28
XXI. Notices	31
XXII. Notification of Death.....	31
XXIII. Notification of Public Events and Meetings	32
XXIV. Patient’s Rights.....	32
XXV. Records Management and Maintenance	33
XXVI. Research and Publication.....	35
XXVII. Revenue.....	35
XXVIII. Severability.....	35
XXIX. Special Provisions	36
XXX. Status of Contractor.....	37
XXXI. Term.....	37
XXXII. Termination	37

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

PARAGRAPH

PAGE

XXXIII. Third Party Beneficiary 39
XXXIV. Waiver of Default or Breach..... 39
Signature Page 41

EXHIBIT A

I. Common Terms and Definitions 1
II. Budget 11
III. Payments 12
IV. Reports 13
V. Services 15
VI. Staffing 22

EXHIBIT B

I. Business Associate Contract 1

EXHIBIT C

I. Personal Information Privacy and Security Contract 1

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2022

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

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

Maximum Obligation:

Period One Amount Not to Exceed: \$2,714,051

Period Two Amount Not to Exceed: 2,714,051

TOTAL AMOUNT NOT TO EXCEED \$5,428,102

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-0824-099

CONTRACTOR TAX ID Number: 81-1306232

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: CEP AMERICA-PSYCHIATRY PC, dba Vituity
Provider Address: 2100 Powell Street, Suite 400
Emeryville, CA 94608
Contact Name: David Birstdall, MD, VP & Secretary
Contact Email: ContractManagement@vituity.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 Contract:

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AF. FFS	Fee For Service
35	AG. FSP	Full Service Partnership
36	AH. FTE	Full Time Equivalent
37	AI. GAAP	Generally Accepted Accounting Principles

1	AJ. HCA	County of Orange Health Care Agency
2	AK. HHS	Federal Health and Human Services Agency
3	AL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AM. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AN. HIV	Human Immunodeficiency Virus
8	AO. HSC	California Health and Safety Code
9	AP. IRIS	Integrated Records and Information System
10	AQ. ITC	Indigent Trauma Care
11	AR. LCSW	Licensed Clinical Social Worker
12	AS. MAT	Medication Assisted Treatment
13	AT. MFT	Marriage and Family Therapist
14	AU. MH	Mental Health
15	AV. MHP	Mental Health Plan
16	AW. MHS	Mental Health Specialist
17	AX. MHSA	Mental Health Services Act
18	AZ. MSN	Medical Safety Net
19	BA. NIH	National Institutes of Health
20	BB. NPI	National Provider Identifier
21	BC. NPPES	National Plan and Provider Enumeration System
22	BD. OCR	Federal Office for Civil Rights
23	BE. OIG	Federal Office of Inspector General
24	BF. OMB	Federal Office of Management and Budget
25	BG. OPM	Federal Office of Personnel Management
26	BH. P&P	Policy and Procedure
27	BI. PA DSS	Payment Application Data Security Standard
28	BJ. PATH	Projects for Assistance in Transition from Homelessness
29	BK. PC	California Penal Code
30	BL. PCI DSS	Payment Card Industry Data Security Standards
31	BM. PCS	Post-Release Community Supervision
32	BN. PHI	Protected Health Information
33	BO. PII	Personally Identifiable Information
34	BP. PRA	California Public Records Act
35	BQ. PSC	Professional Services Contract System
36	BR. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BS. SIR	Self-Insured Retention

1	BT. SMA	Statewide Maximum Allowable (rate)
2	BU. SOW	Scope of Work
3	BV. SUD	Substance Use Disorder
4	BW. UMDAP	Uniform Method of Determining Ability to Pay
5	BX. UOS	Units of Service
6	BY. USC	United States Code
7	BZ. WIC	Women, Infants and Children

8

9 **II. ALTERATION OF TERMS**

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

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

17

18 **III. ASSIGNMENT OF DEBTS**

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

26

27 **IV. COMPLIANCE**

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

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

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 35 compliance program, code of conduct and any compliance related policies and procedures.
 36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
 37 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

1 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
2 this Contract. These elements include:

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

10 3. If CONTRACTOR does not provide proof of its own compliance program to
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
12 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
13 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR
14 will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
15 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
32 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,
33 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
34 Program.

35 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
36 retained to provide services related to this Contract monthly to ensure that they are not designated as
37 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General

1 Services Administration's Excluded Parties List System or System for Award Management, the Health
2 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
3 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
4 Master File, and/or any other list or system as identified by ADMINISTRATOR.

5 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
6 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
7 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
8 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
9 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
10 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
11 CONTRACTOR has elected to use its own).

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

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

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

18 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
19 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
20 Contract.

21 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to
22 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
23 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
24 of California health programs and have not been excluded or debarred from participation in any federal
25 or state health care programs, and to further represent to CONTRACTOR that they do not have any
26 Ineligible Person in their employ or under contract.

27 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
28 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
29 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
30 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an
31 Ineligible Person.

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

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

8 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
9 Compliance Training available to Covered Individuals.

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

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

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

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

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

23 D. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized
24 Provider Training, where appropriate, available to Covered Individuals.

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

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

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

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

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

E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. If CONTRACTOR bills for services provided under this Contract, then 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. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

4. If CONTRACTOR bills for services provided under this Contract, then 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.

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

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds. (c)- (d).

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

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.

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

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

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

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

19
20 **VI. CONFLICT OF INTEREST**

21 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
22 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
23 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
24 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be
25 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
26 providing or offering gifts, entertainment, payments, loans or other considerations which could be
27 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
28 their duties.

29
30 **VII. COST REPORT**

31 A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period
32 One and Period Two, or for a portion thereof, to COUNTY no later than sixty (60) calendar days
33 following the period for which they are prepared or termination of this Contract. CONTRACTOR shall
34 prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state
35 and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract.
36 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
37 and funding sources in accordance with such requirements and consistent with prudent business

1 practice, which costs and allocations shall be supported by source documentation maintained by
2 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
3 CONTRACTOR has multiple Contracts for mental health services that are administered by HCA,
4 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
5 stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to
6 COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all
7 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

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

33 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
34 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
35 forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim
36 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
37 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,

1 | which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
2 | repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
3 | calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect
4 | to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
5 | COUNTY.

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

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

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and

1 Coverage sections of the rules implementing 51 F.R. 6370.

2
3 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

9 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s
10 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
11 new owners shall be required under the terms of sale or other instruments of transfer to assume
12 CONTRACTOR’s duties and obligations contained in this Contract and complete them to the
13 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
14 part, without the prior written consent of COUNTY.

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

21 2. If CONTRACTOR is a for-profit organization, shall notify ADMINISTRATOR of any
22 change in the business structure, including but not limited to, the sale or transfer of more than ten
23 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
24 including a change to a sole proprietorship, or a change in Board of Directors and or Shareholders or
25 any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this
26 paragraph.

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

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

36 //

37 5 Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,

1 CONTRACTOR shall provide notification within thirty (30) calendar days to
2 ADMINISTRATOR when there is change in Board of Directors and or Shareholders or any governing
3 body of CONTRACTOR at one time.

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

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

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

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

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

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

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

32
33 **X. DISPUTE RESOLUTION**

34 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
35 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
36 //

37 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be

1 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

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

26 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

36 **XII. EQUIPMENT**

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

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

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

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

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

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

34 G. Unless this Contract is followed without interruption by another Contract between the Parties
35 for substantially the same type and scope of services, at the termination of this Contract for any cause,
36 //

37 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this

1 Contract.

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

4
5 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

17
18 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

36 //

37 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of

1 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
2 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
3 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
4 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
5 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
6 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
7 insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by
8 COUNTY representative(s) at any reasonable time.

9 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
10 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
11 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
12 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
13 Contract, agrees to all of the following:

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

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

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

23 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
24 this Contract, the COUNTY may terminate this Contract.

25 F. QUALIFIED INSURER

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

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

34 //
35 //
36 //

37 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum

limits and coverage as set forth below:

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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2. The Network Security and Privacy Liability policy shall contain the following

1 | endorsements which shall accompany the COI:

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

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

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

10 | K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving
11 | all rights of subrogation against the *County of Orange, its elected and appointed officials,*
12 | *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**
13 | **WRITTEN CONTRACT.**

14 | L. All insurance policies required by this Contract shall waive all rights of subrogation against the
15 | County of Orange, its elected and appointed officials, officers, agents and employees when acting within
16 | the scope of their appointment or employment.

17 | M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
18 | cancellation and within ten (10) days for non-payment of premium and provide a copy of the
19 | cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
20 | breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate
21 | this Contract.

22 | N. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions and/or Network
23 | Security & Privacy Liability are “Claims-Made” policies, CONTRACTOR shall agree to maintain
24 | coverage for two (2) years following the completion of the Contract.

25 | O. The Commercial General Liability policy shall contain a “severability of interests” clause also
26 | known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

27 | P. Insurance certificates should be forwarded to the agency/department address listed on the
28 | solicitation.

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

32 | R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
33 | insurance of any of the above insurance types throughout the term of this Contract. Any increase or
34 | decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
35 | adequately protect COUNTY.

36 | //

37 | S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If

1 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
 2 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
 3 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
 4 all legal remedies.

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

8 **U. SUBMISSION OF INSURANCE DOCUMENTS**

9 1. The COI and endorsements shall be provided to COUNTY as follows:
 10 a. Prior to the start date of this Contract.
 11 b. No later than the expiration date for each policy.
 12 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 13 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

32
 33 **XV. INSPECTIONS AND AUDITS**

34 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 35 of the State of California, the Secretary of the United States Department of Health and Human Services,
 36 the Comptroller General of the United States, or any other of their authorized representatives, shall to
 37 the extent permissible under applicable law have access to any books, documents, and records, including

1 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
 2 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to
 3 a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
 4 transcripts during the periods of retention set forth in the Records Management and Maintenance
 5 Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the
 6 services provided pursuant to this Contract, and the premises in which they are provided.

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

11 C. AUDIT RESPONSE

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

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

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

28
 29 **XVI. LICENSES AND LAWS**

30 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 31 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
 32 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
 33 regulations and requirements of the United States, the State of California, COUNTY, and all other
 34 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
 35 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
 36 //

37 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be

1 cause for termination of this Contract.

2 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

9 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
10 of the award of this Contract:

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

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

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

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

22 1. ARRA of 2009.

23 2. Trafficking Victims Protection Act of 2000.

24 3. Title 22, CCR, §51009, Confidentiality of Records.

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

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

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

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

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

32 9. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted
33 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,
34 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

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

36 11. WIC, Division 6, Admissions and Judicial Commitments.

37 12. WIC, Division 7, Mental Institutions.

- 1 13. HSC, §§1250 et seq., Health Facilities.
- 2 14. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 3 15. CCR, Title 9, Rehabilitative and Developmental Services.
- 4 16. CCR, Title 17, Public Health.
- 5 17. CCR, Title 22, Social Security.
- 6 18. CFR, Title 42, Public Health.
- 7 19. CFR, Title 45, Public Welfare.
- 8 20. USC Title 42. Public Health and Welfare.
- 9 21. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 10 22. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 11 23. 42 USC §1857, et seq., Clean Air Act.
- 12 24. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 13 25. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 14 26. Policies and procedures set forth in Mental Health Services Act.
- 15 27. Policies and procedures set forth in DHCS Letters.
- 16 28. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 17 29. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

18 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

19 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
20 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
21 terms of this Contract.

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

25
26 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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37 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly

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

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

11
12 **XVIII. MAXIMUM OBLIGATION**

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

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

18
19 **XIX. MINIMUM WAGE LAWS**

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

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

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

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37 **XX. NONDISCRIMINATION**

1 A. EMPLOYMENT

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

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

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

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

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

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

33 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
34 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
35 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
36 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
37 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the

1 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
 2 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
 3 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
 4 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
 5 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 6 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
 7 paragraph, discrimination includes, but is not limited to the following based on one or more of the
 8 factors identified above:

- 9 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 10 2. Providing any service or benefit to a Client which is different or is provided in a different
 11 manner or at a different time from that provided to other Clients.
- 12 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 13 others receiving any service and/or benefit.
- 14 4. Treating a Client differently from others in satisfying any admission requirement or
 15 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 16 any service and/or benefit.
- 17 5. Assignment of times or places for the provision of services.

18 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
 19 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all
 20 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 21 ADMINISTRATOR.

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

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

28 b. Throughout the problem resolution and grievance process, Client rights shall be
 29 maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process.
 30 Clients shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

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

34 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 35 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 36 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
 37 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of

1 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
2 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
3 with succeeding legislation.

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

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

13
14 **XXI. NOTICES**

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

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

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

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

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

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37 **XXII. NOTIFICATION OF DEATH**

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

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

6 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
7 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
8 served pursuant to this Contract; notice need only be given during normal business hours.

9 2. WRITTEN NOTIFICATION

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

13 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
14 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
15 of the death due to terminal illness of any person served pursuant to this Contract.

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

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

22
23 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

31
32 **XXIV. PATIENT’S RIGHTS**

33 A. COUNTY or ADMINISTRATOR shall post at the COUNTY facility; the current California
34 Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health
35 Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance
36 //

37 and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without

1 | having to request it on the unit.

2 | B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
3 | internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have
4 | access.

5 | 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients' rights,
6 | and/or utilization management guidelines and procedures. The patient has the right to utilize either or
7 | both grievance process simultaneously in order to resolve their dissatisfaction.

8 | 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
9 | statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The
10 | Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,
11 | which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights
12 | Office.

13 | C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to
14 | CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX
15 | complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the
16 | grievance, and attempt to resolve the matter.

17 | D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of
18 | County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

19 |

20 | **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

24 | 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
25 | which claims are submitted for reimbursement under this Contract and the charges thereto. Such
26 | records shall include, but not be limited to, individual patient charts and utilization review records.

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

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

34 | 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
35 | through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
36 | //

37 | necessity of the service, and the quality of care provided. Records shall be maintained in accordance

1 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

13 E. CONTRACTOR shall retain all client and/or patient medical records if such records are the
14 property of CONTRACTOR and records in the CONTRACTORS possession that have not been turned
15 over to the COUNTY rather than COUNTY, for ten (10) years following discharge of the participant,
16 client and/or patient.

17 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
18 billings (if applicable), and revenues available for review upon reasonable advance request.
19 CONTRACTOR maintains its records at its principle place of business in Emeryville, California. Any
20 change to the Emeryville location shall require ADMINISTRATORS approval.

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

24 H. CONTRACTOR shall comply with all applicable HIPAA DRS requirements. HIPAA requires
25 that clients, participants and/or patients be provided the right to access or receive a copy of their DRS
26 and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
27 maintained by or for a covered entity that is:

- 28 1. The medical records and billing records about individuals maintained by or for a covered
- 29 health care provider;
- 30 2. The enrollment, payment, claims adjudication, and case or medical management record
- 31 systems maintained by or for a health plan; or
- 32 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

33 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
34 with the terms of this Contract and common business practices. If documentation is retained
35 electronically, CONTRACTOR shall, in the event of an audit or site visit:

36 //

- 37 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit

1 or site visit.

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

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

6 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
7 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or
8 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law
9 or regulation, and copy ADMINISTRATOR on such notifications.

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

13
14 **XXVI. RESEARCH AND PUBLICATION**

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

18
19 **XXVII. REVENUE**

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

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

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

37 **XXVIII. SEVERABILITY**

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

6
 7 **XXIX. SPECIAL PROVISIONS**

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

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

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

- 32 1. Funding travel or training (excluding mileage or parking).
- 33 2. Making phone calls outside of the local area unless documented to be directly for the
 34 purpose of Client care.
- 35 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 36 //
- 37 4. Purchase of artwork or other items that are for decorative purposes and do not directly

1 contribute to the quality of services to be provided pursuant to this Contract.

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

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

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

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

9
10 **XXX. STATUS OF CONTRACTOR**

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

22
23 **XXXI. TERM**

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

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

32
33 **XXXII. TERMINATION**

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

36 //

37 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative

1 | contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
2 | to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
3 | meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe
4 | as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is
5 | resolved and/or the Contract could be terminated.

6 | C. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
7 | any of the following events:

- 8 | 1. The loss by CONTRACTOR of legal capacity.
- 9 | 2. Cessation of services.
- 10 | 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
11 | another entity without the prior written consent of COUNTY.
- 12 | 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
13 | required pursuant to this Contract.
- 14 | 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
15 | this Contract.
- 16 | 6. The continued incapacity of any physician or licensed person to perform duties required
17 | pursuant to this Contract.
- 18 | 7. Unethical conduct or malpractice by any physician or licensed person providing services
19 | pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
20 | removes such physician or licensed person from serving persons treated or assisted pursuant to this
21 | Contract.

22 | D. CONTINGENT FUNDING

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

32 | E. In the event this Contract is suspended or terminated prior to the completion of the term as
33 | specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
34 | sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
35 | term of the Contract.

36 | //

37 | F. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

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

7 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
8 upon request, all Client information and records to the extent maintained by CONTRACTOR and in the
9 possession of the CONTRACTOR deemed necessary by ADMINISTRATOR to effect an orderly
10 transfer.

11 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
12 Client's best interests.

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

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

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

23 9. Provide written notice of termination of services to each Client being served under this
24 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
25 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
26 day period.

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

30
31 **XXXIII. THIRD PARTY BENEFICIARY**

32 Neither Party hereto intends that this Contract shall create rights hereunder in third parties
33 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
34 Contract.

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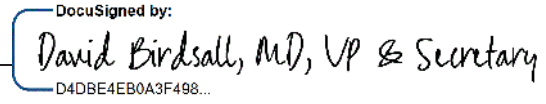
37 **XXXIV. WAIVER OF DEFAULT OR BREACH**

1 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
2 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
3 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
4 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
5 Contract.

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

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4 CEP AMERICA-PSYCHIATRY PC, DBA VITUIITY

5
6 BY:  _____ DATED: 4/17/2020
7 D4DBE4EB0A3F498...

8 TITLE: COO
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15 COUNTY OF ORANGE

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18 BY: _____ DATED: _____
19 HEALTH CARE AGENCY

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

25
26
27 BY:  _____ DATED: 4/17/2020
28 9713A4081D4343D...
29 DEPUTY

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

1 EXHIBIT A
2 CONTRACT FOR PROVISION OF
3 PSYCHIATRIC AND BASIC MEDICAL SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CEP AMERICA-PSYCHIATRY PC, DBA VITUIITY
8 JULY 1, 2020 THROUGH JUNE 30, 2022
9
10

11 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

37 //

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

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

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

15 8. CAT means Crisis Assessment Team and provides 24-hour mobile response services to any
16 adult who has a behavioral health emergency. This program assists law enforcement, social service
17 agencies, and families in providing crisis intervention services for clients who are in behavioral health
18 crisis. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary
19 hospitalizations as necessary, and provides case management, linkage and follow up services for clients
20 evaluated.

21 9. Client means an individual referred by COUNTY or enrolled in CONTRACTOR's program
22 for services under the Contract, who is living with a serious and persistent mental illness.

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

26 11. Crisis Residential Program means a program that provides short-term Crisis Residential
27 Services to adults who are in behavioral health crises and may be at risk of psychiatric hospitalization.
28 Clients are referred from Adult and Older Adult Behavioral Health County or County-contracted
29 behavioral health providers. The program operates 24 hours a day, 7 days a week and emulates a home-
30 like environment. Intensive psychosocial services are provided on a client and group basis by mental
31 health professionals, including therapy, crisis intervention, group education, assistance with self-
32 administration of medications and case management. The focus is on recovery and intensive behavioral
33 health treatment, management and discharge planning, linkage and reintegration into the community.
34 The average length of stay per client is 14 days.

35 12. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that
36 operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing
37 behavioral health crises that cannot wait until regularly scheduled appointments. Crisis Stabilization

1 services include psychiatric evaluations, counseling/therapy provided by Licensed Clinical Social
 2 Workers or Marriage Family Therapists, nursing assessments, collateral services that include
 3 consultations with family, significant others and outpatient providers, client and family education, crisis
 4 intervention services, , basic medical services, medication services, and referrals and linkages to the
 5 appropriate level of continuing care and community services, including Peer Specialist and Peer
 6 Mentoring services. As a designated outpatient facility, the CSU may evaluate and treat clients for no
 7 longer than 23 hours and 59 minutes. The primary goal of the CSU is to help stabilize the crises and
 8 begin treating clients in order to refer them to the most appropriate, least restrictive, non-hospital setting
 9 when indicated or to facilitate admission to psychiatric inpatient units when the need for this level of
 10 care is present.

11 13. CSW means Clinical Social Worker and refers to a client who meets the minimum
 12 professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
 13 post-master's clinical experience in a mental health setting.

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

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

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

27 d. KET means Key Event Tracking and refers to the tracking of a client's movement or
 28 changes in the approved data collection system. A KET must be completed and entered accurately each
 29 time the CONTRACTOR is reporting a change from previous client status in certain categories. These
 30 categories include residential status, employment status, education and benefits establishment.

31 e. PAF means Partnership Assessment Form and refers to the baseline assessment for
 32 each client that must be completed and entered into data collection system within thirty (30) days of the
 33 Partnership date.

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

1 15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
2 providing client services. DSH credit is obtained for providing mental health, case management,
3 medication support and a crisis intervention service to any client open in IRIS, which includes both
4 billable and non-billable services.

5 16. Engagement means the process by which a trusting relationship between worker and
6 client(s) is established with the goal to link the client(s) to the appropriate services. Engagement of
7 client(s) is the objective of a successful Outreach.

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

10 18. FSP means Full Service Partnership and refers to a type of program described by the State
11 in the requirements for the COUNTY plan for use of MHSA funds and which includes clients being a
12 full partner in the development and implementation of their treatment plan.

13 a. A FSP is an evidence-based and strengths-based model, with the focus on the client
14 rather than the disease. Multi-disciplinary teams will be established including the client, Psychiatrist,
15 and PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse,
16 marriage and family therapist, clinical social worker, peer specialist, and family members.

17 b. The ideal client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one
18 (1), ensuring relationship building and intense service delivery.

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

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

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1 d. Client services are focused on Recovery and harm reduction to encourage the highest
 2 level of client empowerment and independence achievable. PSCs will meet with the client in their
 3 current community setting and will develop a supportive relationship with the client served. Substance
 4 abuse treatment will be integrated into services and provided by the client's team to clients with a co-
 5 occurring disorder.

6 e. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults,
 7 including those who are dually diagnosed, in a partnership to achieve the client's wellness and Recovery
 8 goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP
 9 Programs is to assist the client's progress through pre-determined quality of life outcome domains
 10 (housing, decreased jail, decreased hospitalization, increased education involvement, increased
 11 employment opportunities and retention, linkage to medical providers, etc.) and become more
 12 independent and self-sufficient as clients move through the continuum of Recovery and evidence by
 13 progressing to lower level of care or out of the "intensive case management need" category.

14 19. Housing Specialist means a specialized position dedicated to developing the full array of
 15 housing options for their program and monitoring their suitability for the population served in
 16 accordance with the minimal housing standards policy set by the COUNTY for their program. This
 17 individual is also responsible for assisting clients with applications to low income housing, housing
 18 subsidies, senior housing, etc.

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

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

26 23. Intern means an individual enrolled in an accredited graduate program accumulating
 27 clinically supervised work experience hours as part of fieldwork, internship, or practicum requirements.
 28 Acceptable graduate programs include all programs that assist the student in meeting the educational
 29 requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

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

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

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

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

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

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

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

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

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

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

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

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

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

6 h. Therapy means a service activity which is a therapeutic intervention that focuses
 7 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
 8 delivered to a client or group of beneficiaries which may include family therapy in which the beneficiary
 9 is present.

10 30. Mental Health Worker means an individual that assists in planning, developing and
 11 evaluating mental health services for clients; provides liaison between clients and service providers; and
 12 has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social
 13 work, or has two years of experience providing services to clients experiencing mental health, drug
 14 abuse or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or
 15 social work may be substituted for up to one year of the experience requirement.

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

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

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

23 34. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY
 24 will be using for the Adult mental health programs in COUNTY. The scale will provide the means of
 25 assigning clients to their appropriate level of care and replace the diagnostic and acuity of illness-based
 26 tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the
 27 level of service needed by participating members. The scale will be used to create a map of the system
 28 by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for
 29 different programs across the continuum of programs and services offered by COUNTY.

30 35. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that informs the
 31 beneficiary that he/she is not entitled to any specialty mental health service. The County of Orange has
 32 expanded the requirement for an NOA-A to all clients requesting an assessment for services and found
 33 not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

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

4 38. Outreach means the Outreach to potential clients to link them to appropriate Mental Health
5 Services and may include activities that involve educating the community about the services offered and
6 requirements for participation in the programs. Such activities should result in the Contractor
7 developing their own client referral sources for the programs they offer.

8 39. Peer Recovery Specialist means an individual who has been through the same or similar
9 Recovery process as those he/she is now assisting to attain their Recovery goals while being paid for
10 this function by the program. A Peer Recovery Specialist's practice is informed by his/her own
11 experience.

12 40. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to
13 create a behavioral health and law enforcement response team. While the primary purpose of the
14 partnership is to assist clients in behavioral health crisis in accessing behavioral health services, the
15 PERT team also educates police on behavioral health issues and provides them with the tools necessary
16 to more effectively assist clients in behavioral health crises. PERT provides a County behavioral health
17 trained clinician to ride along with a police officer in order to provide a prompt response and assessment
18 to clients in behavioral health crises and provide them with the appropriate care and linkages to other
19 resources as required in a trauma-informed, dignified manner.

20 41. PBM means Pharmacy Benefits Manager and refers to the organization that manages the
21 medication benefits that are given to clients that qualify for medication benefits.

22 42. PHI means Personal Health Information and refers to client identifiable health information
23 usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for
24 an entity such as a health plan, transmitted or maintained in any other medium. It is created or received
25 by a covered entity and relates to the past, present, or future physical or mental health or condition of a
26 client, provision of health care to a client, or the past, present, or future payment for health care provided
27 to a client.

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

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

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

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

7 47. Promotores means individual who are members of the community who function as natural
8 helpers to address some of their communities’ unmet mental health, health and human service needs.
9 They are individuals who represent the ethnic, socio-economic and educational traits of the population
10 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
11 community’s needs.

12 48. PSC means Personal Services Coordinator and refers to an individual who will be part of a
13 multi-disciplinary team that will provide community based Mental Health Services to adults that are
14 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery
15 principles. The PSC is responsible for clinical care and case management of assigned client and
16 families in a community, home, or program setting. This includes assisting clients with mental health,
17 housing, vocational and educational needs. The position is also responsible for administrative and
18 clinical documentation as well as participating in trainings and team meetings. The PSC shall be active
19 in supporting and implementing the program’s philosophy and its individualized, strength-based,
20 culturally/linguistically competent and client-centered approach.

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

23 50. Psychologist means an individual who meets the minimum professional and licensure
24 requirements set forth in Title 9, CCR, Section 624.

25 51. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
26 to review one percent at least (1%) of all “high-risk” Medi-Cal clients to monitor and evaluate the
27 quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1)
28 Contractor Administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical
29 care of the cases.

30 52. Recovery means a process of change through which clients improve their health and
31 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
32 dimensions to support Recovery in life:

- 33 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
34 emotionally healthy way;
- 35 b. Home: A stable and safe place to live;

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

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

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

9 54. Supportive Housing PSC means a Personal Services Coordinator who provides services in a
10 supportive housing structure. This person will coordinate activities that include, but not be limited to:
11 independent living skills, social activities, supporting communal living, assisting residents with conflict
12 resolution, advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing
13 PSC will consult with the multidisciplinary team of clients assigned by the program. The PSCs will be
14 active in supporting and implementing a full service partnership philosophy and its clientized, strengths-
15 based, culturally appropriate, and client-centered approach.

16 55. Supervisory Review means ongoing clinical case reviews in accordance with procedures
17 developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to
18 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
19 Supervisory review is conducted by the program/clinic director or designee.

20 56. Token means the security device which allows a client user to access the COUNTY's
21 computer based IRIS.

22 57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the
23 method used for determining the annual client liability for Mental Health Services received from the
24 County mental health system and is set by the State of California.

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

31 59. WRAP means Wellness Recovery Action Plan as developed by Mary Ellen Copeland and
32 refers to a client self-help technique for monitoring and responding to symptoms to achieve the highest
33 possible levels of wellness, stability, and quality of life.

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

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II. BUDGET

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
Salaries	\$ 250,612	\$ 250,612	\$ 501,224
Benefits			
	3,068	3,068	6,136
Management Fees	<u>250,000</u>	<u>250,000</u>	<u>\$ 500,00</u>
SUBTOTAL	\$ 503,680	\$ 503,680	\$1,007,360
ADMINISTRATIVE COSTS			
PROGRAM COST			
Salaries	\$1,811,008	\$1,811,008	\$3,622,016
Benefits	267,362	267,362	534,324
Services and Supplies	<u>132,000</u>	<u>132,000</u>	<u>264,000</u>
SUBTOTAL PROGRAM COST	\$2,210,371	\$1,893,880	\$3,787,760
TOTAL GROSS COST	\$2,714,051	\$2,714,051	\$5,428,102
REVENUE			
NCC	\$1,875,487	\$1,875,487	\$3,750,974
MHSA	<u>\$ 838,564</u>	<u>\$ 838,654</u>	<u>\$1,677,128</u>
Total Revenue	\$2,714,051	\$2,714,051	\$5,428,102
TOTAL	\$2,714,051	\$2,714,051	\$5,428,102
MAXIMUM OBLIGATION			

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

C. ADMINISTRATOR acknowledges and agrees that CONTRACTOR will not bill Clients or third-party (including governmental) payers for billable services performed under this Contract. However, in the event that ADMINISTRATOR and CONTRACTOR agree in the future that CONTRACTOR will bill Clients or third-party payers for billable services performed under this

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1 Contract, shall amend the Contract to state as much and CONTRACTOR will comply with the terms
2 under the Revenue paragraph of the Contract.

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

14 E. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
15 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
16 of service for which payment is claimed. Any apportionment of or distribution of costs, including
17 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
18 be made in accordance with generally accepted principles of accounting, and Medicare regulations.

19 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
20 Budget Paragraph of this Exhibit A to the Contract.

21 22 **III. PAYMENTS**

23 A. COUNTY shall pay CONTRACTOR monthly, in arrears and in response to invoices, at the
24 provisional amount of \$226,171 per month for Period One and Period Two. All payments are interim
25 payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the
26 Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services;
27 hereunder provided, however, the total of such payments does not exceed the Maximum Obligation as
28 noted in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's
29 costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR
30 may, at its discretion, pay supplemental invoices for any month for which the provisional amount
31 specified above has not been fully paid.

32 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
33 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.
34 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
35 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

36 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
37 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may

1 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
 2 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
 3 incurred by CONTRACTOR.

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

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

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

17 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
 18 with any provision of the Contract, provided that ADMINISTRATOR has provided CONTRACTOR
 19 with notice of such failure and only until CONTRACTOR cures such failure.

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

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

25 26 **IV. REPORTS**

27 A. CONTRACTOR shall maintain records and make statistical reports as required by
 28 ADMINISTRATOR and the DHCS on forms provided by either agency.

29 **B. FISCAL**

30 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports and Invoices to
 31 ADMINISTRATOR. These reports will be on forms acceptable to, or provided by, ADMINISTRATOR
 32 and will report actual costs and revenues for CONTRACTOR's program described in the Services
 33 Paragraph of this Exhibit A to the Contract. Such reports will also include actual productivity as defined
 34 by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the
 35 twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in
 36 writing any extensions to the due date of the monthly required reports. If an extension is approved by
 37 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

1 2. CONTRACTOR shall submit monthly Year-End Projection Reports to
2 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
3 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for
4 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Such
5 reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue
6 to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the
7 Monthly Expenditure and Revenue Reports.

8 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
9 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
10 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
11 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or
12 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
13 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the
14 end of the month being reported

15 D. PROGRAMMATIC REPORT - CONTRACTOR shall submit written programmatic reports to
16 ADMINISTRATOR monthly during the term of the Contract. Quarterly programmatic reports shall
17 also be submitted, no more than thirty (30) calendar days after each quarter ending September,
18 December, March, and June. Monthly and quarterly reports shall include:

- 19 a. Any difficulties or special problems;
- 20 b. Staff changes;
- 21 c. Status of licenses and/or certifications;
- 22 d. Listing of training for psychiatrists, nurse practitioners, and physician's assistants;
- 23 e. A summary of contract productivity including the number of admission, discharges,
24 confirmations, transfers, medical assessments, as well as a reporting of trends during the same time
25 period;
- 26 f. A summary of Medication and Quality Review Committee activities;
- 27 g. A summary of Quarterly Psychiatrist and Medical Practitioner meeting activities; and
- 28 h. A summary of activities intended to build relationships and increase collaboration with
29 external agencies.

30 E. ADDITIONAL REPORTS – CONTRACTOR shall, as mutually agreed between
31 CONTRACTOR and ADMINISTRATOR, make additional reports as reasonably required by
32 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes
33 contained in this Contract. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30)
34 calendar days' notice if such additional reports are required, and shall explain any procedures for
35 reporting the required information.

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37 //

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

6 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
7 Reports Paragraph of this Exhibit A to the Contract.

8
9 **V. SERVICES**

10 **A. FACILITY**

11 1. CONTRACTOR shall provide or make available psychiatric and basic medical services as
12 required by this Contract at COUNTY’s Crisis Stabilization Unit (CSU) located at the following
13 location, or any other facility designated, in writing, by ADMINISTRATOR:

14
15 1030 West Warner Avenue
16 Santa Ana, California 92707
17

18 B. SERVICES TO BE PROVIDED - Services described herein are primarily designed to provide
19 timely and effective crisis intervention and stabilization for persons experiencing behavioral health
20 emergencies that cannot wait for their regularly scheduled appointments. The goals also include:
21 minimize distress for the client/family resulting from lengthy waits in emergency departments, reduce
22 the wait time for law enforcement presenting clients for emergency behavioral health treatment; and
23 treating the client in the least restrictive, most dignified setting as appropriate in lieu of inpatient
24 settings, utilizing alternative, less restrictive treatment options whenever possible and appropriate.
25 Services shall be provided in compliance with Welfare & Institutions Code and consistent with all
26 patients’ rights regulations, upholding the dignity and respect of all clients served. The services shall
27 also be provided utilizing Trauma Informed and Recovery Model principles that are person-centered,
28 strengths-based, individualized, focused on imparting hope and identifying strengths and resiliency in all
29 persons served. Services shall be tailored to the unique strengths of each client and will use shared
30 decision-making to encourage the client to manage their behavioral health treatment, set their own path
31 toward recovery and fulfillment of their hopes and dreams. The Psychiatric and Basic Medical Services
32 shall support, promote and incorporate a culture that supports Physicians/Physicians’ Assistants
33 (PA(s))/Nurse Practitioners(NP(s)) working side by side with County and County contracted Peer
34 Specialists, Mentors and Navigators and the full integration of Peer Specialists/Mentors/Navigators on
35 the unit in providing supportive assistance and collaborating with and shadowing CSU staff, in order to
36 support the client’s journey of recovery, self-sufficiency and linkage to COUNTY services post-
37 discharge. The Psychiatric and Basic Medical Services staff shall also be responsive to all County CSU

1 staff throughout every shift, including throughout the nocturnal shift and shall respond immediately to
2 clients' needs and to CSU staff at all hours of each shift.

3 1. PSYCHIATRIC SERVICES - CONTRACTOR shall provide an on-site licensed
4 psychiatrist on a twelve (12) hours per day, seven (7) days per week basis at the CSU on the day shift.
5 CONTRACTOR shall provide an on-site licensed PA or NP on a twelve (12) hours per day, seven (7)
6 days per week basis at the CSU on the night shift. Licensed psychiatrists/PA(s)/NP(s) shall only end
7 their shift after a complete shift report is provided to next shift providers for continuity of care. The
8 licensed psychiatrists/PA(s)/NP(s) shall provide the following:

9 a. Evaluate and treat an average of three hundred fifty (350) to four hundred fifty (450)
10 clients per month.

11 b. Conduct a comprehensive assessment of all clients presenting to the CSU. The
12 psychiatric evaluation shall include an interview, mental-status exam, review of system and an
13 applicable International Classification of Diseases, 10 revision, Clinical Modification (ICD-10-CM)
14 diagnosis. All assessments and clinical recommendations are to be completed without unnecessary
15 delay, regardless of the time of admission.

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

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

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

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

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

28 h. Provide consultation and psychiatric support to the Crisis Assessment Team (CAT),
29 which may include telephone consultation, telemedicine, as well as in person psychiatric consultation
30 and clinical recommendations for clients who present to the CSU.

31 i. Provide psychiatric consultation to other health professionals regarding potential
32 behavioral health referrals (i.e., local medical emergency department physicians, adult crisis residential
33 programs, etc.) which may include telephone consultation and telemedicine.

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

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

1 l. Attend COUNTY’s monthly contract meetings, and other educational and/or
2 administrative meetings arranged by the COUNTY.

3 m. Create and facilitate relevant quarterly meetings for physicians/PA(s)/NP(s) and create
4 agendas with County input. These meetings should also be used for training opportunities.

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

6 n. Document in compliance with Medi-Cal and Medicare chart compliance standards on
7 each client for each shift.

8 o. Complete a Physician’s request for Medical Evaluation form for any clients returned to
9 or sent out from CSU for medical services upon the physician’s direction, and for the Medical Director
10 to review.

11 p. Re-evaluate all clients on the unit at least every twelve (12) hours or more as clinically
12 appropriate.

13 2. BASIC MEDICAL SERVICES - CONTRACTOR shall provide licensed PA or NP to assist
14 the on-site psychiatrist or PA/NP to expand access to timely assessment and crisis stabilization and to
15 prevent unnecessary utilization of emergency departments whenever possible and appropriate. The
16 licensed practitioner(s) described above shall provide the following:

17 a. Be on-site eight (8) hours a day, seven (7) days a week, three hundred sixty five (365)
18 days a year in assisting the attending CSU psychiatrist/NP’s/PA’s address the basic medical needs of
19 clients that are referred to, are in the CSU lobby, and/or are or on the unit at the County CSU.

20 c. Provide on-site consultation and treatment of medical conditions in collaboration with
21 on-site psychiatrist/PA/NP to admitted clients at CSU and clients in the CSU lobby to support their
22 stabilization and transition to an appropriate level of care.

23 d. Provide on-site consultations and treatment recommendations of medical conditions to
24 on site psychiatrist/PA/NP at CSU in regards to clients in the emergency departments waiting for
25 clearance to come to the CSU, enabling increased flow of clients in behavioral health crises into the
26 CSU. Telephonic and telemedicine options may be utilized to provide consultation to the EDs in order
27 to increase client flow to the CSU.

28 e. Provide treatment for headaches, flu-like symptoms, basic wound care, sutures and
29 treatment of chronic, yet stable medical conditions, serving as a bridge until the person is able to be seen
30 by their treating provider. Providing these services will allow individuals to be safely brought to the
31 CSU that are in behavioral health crises and need primarily psychiatric care.

32 3. MEDICAL DIRECTOR - CONTRACTOR shall provide a medical director who shall be
33 approved by ADMINISTRATOR. The medical director is responsible for overall ongoing medical and
34 psychiatric services at the CSU. In consultation with the program manager and on-site supervisors, the
35 medical director shall be responsible for the daily and ongoing clinical treatment management for all
36 clients served at the CSU, and will ensure that all medical and psychiatric services are provided
37 consistent with applicable state and federal laws and regulations and County policy and procedures,

1 including, but not limited to, Title IX, HIPAA, Welfare & Institutions Code. The medical director will
2 provide the following:

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

8 b. Arrange for and provide on-site psychiatric and medical coverage on a twenty-four
9 (24) hour, seven (7) day-per-week basis in which staff will be fully functioning members of the CSU
10 team at all hours of the day. Staff members will be operational 24/7 and sleeping quarters will not be
11 provided.

12 c. Arrange for and provide licensed PA(s)/NP(s) who are under a physician's direct
13 supervision and will provide eight (8) hours per day, seven (7) days a week basic medical services.
14 Medical Director will be responsible for tracking and monitoring all medical consultations and ensuring
15 that documentation for such consultations is completed and readily available in the chart for clients at
16 the CSU and logged for clients in the emergency departments waiting for clearance to come to the
17 CSU.

18 d. Ensure Psychiatrists/PA(s)/NP(s) are immediately available for on-site client
19 evaluations throughout assigned hours of duty; that respond to COUNTY behavioral health staff
20 requests for on-site evaluations, medication orders, restraint and/or seclusion episodes or consultations
21 in an expeditious and courteous manner that puts the needs of the clients first; and that medical
22 practitioners do not leave the CSU prior to the arrival of the oncoming practitioner.

23 e. Medical Director shall attend and actively participate in CSU Quality Improvement
24 (QI) meetings on a quarterly basis that shall include topics related to review of monthly statistical data,
25 mental health laws and regulations, CSU policies and procedures, episodes of restraint and/or seclusion
26 and identification of how goals could have been reached utilizing alternative means and measures to
27 improve services at CSU.

28 f. Provide for the clinical review of cases as requested by ADMINISTRATOR and ensure
29 psychiatric and other medical staff actively participate with COUNTY behavioral health staff in the
30 Quality Improvement (QI) process including but not limited to quality of care reviews and medication
31 monitoring with appropriate required documentation.

32 g. Facilitate active interfacing between CONTRACTOR'S and community emergency
33 department physicians, inpatient medical directors, psychiatrists, and other physicians and medical staff
34 treating clients referred to and from the CSU, including providing education and consultation regarding
35 managing behavioral emergencies.

36 h. Ensure Physicians/PA(s)/NP(s) follow the medical admission criteria in accepting
37 clients to the CSU.

1 i. Upon request, provide feedback to the on-site CSU Supervisor on the clinical skills of
2 COUNTY behavioral health staff, with recommendations on related clinical skills training. Provide
3 clinical skills training a minimum of six (6) times a year with a trauma informed and recovery focus. A
4 description and schedule of training sessions shall be provided to the on-site CSU Supervisor in advance
5 of each quarter.

6 j. Ensure Psychiatrists/PA(s)/NP(s) provide timely, case specific medical/psychiatric
7 direction for client care and dispositional recommendations focusing on non-hospital alternatives when
8 possible and appropriate, and referrals to inpatient settings when clients meet medical necessity criteria.

9 k. Ensure staff Psychiatrists/PA(s)/NP(s) understand and follow COUNTY program
10 philosophy of the CSU (i.e. recovery oriented and trauma informed behavioral health treatment in the
11 least restrictive, most trauma informed level of care possible in the shortest time possible), legal
12 mandates and criteria, policies and procedures, and relevant County and State policies and regulations
13 by facilitating regular staff meeting at least once a month with Vituity providers.

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

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

21 q. CONTRACTOR shall provide orientation materials; including a checklist and manual,
22 approved by ADMINISTRATOR; within thirty (30) days of the start of the Contract.

23 r. Ensure the psychiatric and medical staff are composed of the diverse ethnic
24 backgrounds meeting the needs of the various cultures that the CSU serves, with the ability to speak at
25 least the major threshold languages of the clients served (i.e., English, Spanish, Vietnamese, Korean and
26 Farsi).

27 s. Provide expert medical/psychiatric testimony in or out of court regarding the condition
28 of any client treated pursuant to this Contract.

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

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

33 v. Arrange for qualified psychiatrist/PA/NP coverage of all related duties when medical
34 director is unavailable.

35 4. CONTRACTOR's Psychiatrist/PA(s)/NP(s) shall not do any private billing for clients seen
36 at the CSU.

37 //

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

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

12 7. CONTRACTOR and all psychiatrists and medical practitioners shall obtain an NPI number
13 upon commencement of this Contract or prior to providing services under this Contract.
14 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
15 ADMINISTRATOR, all NPI as soon as they are available.

16 8. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
17 conduct research activity on COUNTY client without obtaining prior written authorization from
18 ADMINISTRATOR.

19 9. CONTRACTOR shall maintain all requested and required written policies, and provide to
20 ADMINISTRATOR for review, input, and approval prior to finalizing said policies.

21 10. Telemedicine/video-conferencing capability will be developed by the COUNTY during this
22 contract. CONTRACTOR shall provide and/or ensure psychiatrists/PA(s)/NP(s) attend any required
23 training necessary, adopt any necessary policies, in order to utilize the technology.

24 C. CLIENTS TO BE SERVED

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

28 2. CONTRACTOR shall make no distinction as to voluntary or involuntary status of clients
29 for the provision of these services. Clients involuntarily detained pursuant to WIC §5150, §5250,
30 §5350, or Penal Code 4011.6, as well as those on voluntary status, will be evaluated.

31 3. Persons requiring emergency medical care may not be provided psychiatric services until
32 such emergency medical treatment has been provided to them.

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

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

3 2. Provide the least restrictive alternatives and an effective medication approach that result in
4 seclusion and restraint use of one point one percent (1.1%) or less of admissions per month.

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

8 4. Develop and maintain a Basic Medical Services’ tracking and monitoring system in order to
9 establish and evaluate efficacy.

10 5. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
11 Performance Outcomes Paragraph of this Exhibit A to the Contract.

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

18 1. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR
19 Documentation Manual or its equivalent, and any State requirements, as provided by
20 ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal, Medicare
21 and ADMINISTRATOR charting standards.

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

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

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

31 I. MEETINGS - CONTRACTOR shall attend meetings as requested by COUNTY, including but
32 not limited to:

33 1. Case conferences, as requested by ADMINISTRATOR, to address any aspect of clinical
34 care and implement any recommendations made by COUNTY to improve client care.

35 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
36 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in
37 //

1 achieving all the terms of the Contract and, if not, what steps will be taken to achieve satisfactory
2 progress, compliance with P&Ps, review of statistics and clinical services.

3 3. Clinical staff training conducted by CONTRACTOR and/or ADMINISTRATOR.

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

7 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
8 Services Paragraph of this Exhibit A to the Contract.

9
10 **VI. STAFFING**

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

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

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

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

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

33 F. CONTRACTOR and CONTRACTOR's psychiatrists/PA(s)/NP(s) must obtain LPS
34 Designation status from the COUNTY to initiate involuntary detentions per section 5150 of the Welfare
35 & Institutions Code.

36 G. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training
37 and Annual Compliance Training.

1 H. CONTRACTOR shall ensure compliance with ADMINISTRATOR's Standards prior to
2 providing any services.

3 I. CONTRACTOR and CONTRACTOR's psychiatrist/PA(s)/NP(s) shall maintain current
4 Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) certification.

5 J. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
6 FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of
7 forty (40) hours of work per week.

	<u>FTE</u>
9 PSYCHIATRY SERVICES	
10 CSU Medical Director	0.50
11 Executive Assistant	0.25
12 Psychiatrist – Day Shift	2.11
13 Psychiatrist – Night Shift	2.11
14 Mental Health Nurse Practitioner	<u>2.11</u>
15 SUBTOTAL PSYCHIATRIC SERVICES	7.08
16	
17	
18 BASIC MEDICAL SERVICES	
19 Family Medicine Advanced Provider	1.40
20 Family Medicine Physician Supervisor	<u>0.06</u>
21 SUBTOTAL BASIC MEDICAL	8.54
22	
23 TOTAL FTE	8.54
24	

25 K. The medical director and all psychiatrists providing services at the CSU must be licensed and
26 possess a current Physician's and Surgeon's Certificate issued by the State of California Board of
27 Examiners and have completed a three year training program in psychiatry, as approved by the Council
28 on Medical Education of the American Medical Association, the Accreditation Council for Graduate
29 Medical Education (ACGME), or the American Osteopathic Association. For the purposes of this
30 Contract, a third (3rd) year psychiatric resident, in an approved formal training program, shall be
31 defined as a licensed psychiatrist only when providing services described herein under the direct
32 supervision of CONTRACTOR's medical director. Services must be provided in at least the threshold
33 languages, as defined by the County. And under the supervision of the Medical Director, all PA's
34 providing services at the CSU will hold a valid license to practice in California and possess a Psychiatric
35 Certificate of Qualification (CAQ). Under the supervision of the Medical Director, all NP's providing
36 services at the CSU will hold a valid license to practice in California and possess a Psychiatric-Mental
37 Health Nurse Practitioner Board Certified Certificate (PMHNP certificate).

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

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

5 4. One licensed psychiatrist must be on-site 12-hours (12) per day, seven (7) days per week.

6 5. Sufficient administrative staff must be available to support the contract requirements
7 including, but not limited to, data collection, record keeping, reporting, billing and maintaining staff
8 levels specific to the CONTRACTOR'S responsibilities.

9 6. CONTRACTOR shall maintain personnel files for each employed staff member, including
10 management and other administrative positions, which will include, but not be limited to, an application
11 for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
12 applicable), pay rate and evaluations justifying pay increases.

13 L. WORKLOAD STANDARDS - CONTRACTOR shall provide psychiatric and basic medical
14 screening and services to an average daily census of twenty two -clients.

15 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Staffing Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B
2 CONTRACT FOR PROVISION OF
3 PSYCHIATRIC AND BASIC MEDICAL SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CEP AMERICA-PSYCHIATRY PC, DBA VITUIITY
8 JULY 1, 2020 THROUGH JUNE 30, 2022
9
10

11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

34 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
35 45 CFR § 160.103.

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

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

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

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

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

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

13 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

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

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

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

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
29 45 CFR § 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
2 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
3 require prior written permission by COUNTY.

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

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

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

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

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

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

33 3. Audit Controls

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

1 assurance that administrative, physical, and technical controls are functioning effectively and providing
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

10 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
11 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
12 COUNTY.

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

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

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

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

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

34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

8 1) The Disclosure is required by law; or

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

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

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

19 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
20 consistent with the minimum necessary P&Ps of COUNTY.

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

23 H. PROHIBITED USES AND DISCLOSURES

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

29 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
30 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
31 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
32 17935(d)(2).

33 I. OBLIGATIONS OF COUNTY

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

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
2 CONTRACTOR FOR PROVISION OF
3 PSYCHIATRIC AND BASIC MEDICAL SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CEP AMERICA-PSYCHIATRY PC, DBA VITUIITY
8 JULY 1, 2020 THROUGH JUNE 30, 2022
9

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

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

13 A. DEFINITIONS

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

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

18 3. "CMPPA Contract" means the CMPPA Contract between the SSA and CHHS.

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

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

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

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

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

31 9. "Required by law" means a mandate contained in law that compels an entity to make a use
32 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
33 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
34 or tribal inspector general, or an administrative body authorized to require the production of
35 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
36 participation with respect to health care providers participating in the program, and statutes or
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1 regulations that require the production of information, including statutes or regulations that require such
2 information if payment is sought under a government program providing public benefits.

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

1 to be 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 the SSA. CONTRACTOR also agrees to ensure that any of
4 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
5 same requirements for privacy and security safeguards for confidential data that apply to
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 Contract 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 Contract, 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 Contract.

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.”

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