

CONTRACT FOR PROVISION OF
CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE

AND
CSU LLC DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT
JULY 1, 2024 THROUGH JUNE 30, 2026

THIS CONTRACT entered into this 1st day of July 2024 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and CSU LLC DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT, a California for profit Limited Liability Corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Crisis Stabilization Services described herein to the residents of Orange County; and

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

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

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TABLE OF CONTENTS

<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. Amount Not To Exceed	7
IV. Assignment of Debts	8
V. Compliance.....	8
VI. Confidentiality.....	12
VII. Conflict of Interest.....	13
VIII. Cost Report.....	13
IX. Debarment and Suspension Certification	15
X. Delegation, Assignment and Subcontracts	16
XI. Dispute Resolution	17
XII. Employee Eligibility Verification	18
XIII. Equipment	19
XIV. Facilities, Payments and Services	20
XV. Indemnification and Insurance.....	20
XVI. Inspections and Audits	24
XVII. Licenses and Laws.....	25
XVIII. Literature, Advertisements and Social Media	27
XIX. Minimum Wage Laws.....	27
XX. Nondiscrimination.....	27
XXI. Notices	30
XXII. Notification of Death.....	31
XXIII. Notification of Public Events and Meetings.....	31
XXIV. Patient’s Rights	32
XXV. Records Management and Maintenance.....	32
XXVI. Research and Publication.....	34
XXVII. Revenue	34
XXVIII. Severability.....	35
XXIX. Special Provisions	35
XXX. Status of Contractor.....	36
XXXI. Term	38

37 //

TABLE OF CONTENTS

1		
2	XXXII. Termination	37
3	XXXIII. Third Party Beneficiary	38
4	XXXIV. Waiver of Default or Breach.....	39
5	Signature Page	40

EXHIBIT A

8	I. Common Terms and Definitions	1
9	II. Budget.....	5
10	III. Payments.....	8
11	IV. Reports.....	9
12	V. Services.....	10
13	VI. Staffing.....	14
14	VII. Quality Improvement.....	16

EXHIBIT B

17	I. Business Associate Contract.....	1
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EXHIBIT C

20	I. Personal Information Privacy and Security Contract	1
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22 //
23 //
24 //
25 //
26 //
27 //
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REFERENCED CONTRACT PROVISIONS

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Term: July 1, 2024 through June 30, 2026
Period One means the period from July 1, 2024 through June 30, 2025
Period Two means the period from July 1, 2025 through June 30, 2026

Amount Not To Exceed: \$13,061,412
Period One Amount Not To Exceed: \$6,530,706
Period Two Amount Not To Exceed: 6,530,706
TOTAL AMOUNT NOT TO EXCEED: \$13,061,412

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: F41VVLBWZPG3

CONTRACTOR TAX ID Number: 83-1565323

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: CSU LLC
301 Victoria Street
Costa Mesa, CA 92627
Warren Bradley, CEO
warrenb@chcm.us

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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. AES	Advanced Encryption Standard
6	C. AIDS	Acquired Immune Deficiency Syndrome
7	D. ARRA	American Recovery and Reinvestment Act of 2009
8	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	F. ASI	Addiction Severity Index
10	G. ASRS	Alcohol and Drug Programs Reporting System
11	H. BCP	Business Continuity Plan
12	I. BHS	Behavioral Health Services
13	J. CalOMS	California Outcomes Measurement System
14	K. CalWORKs	California Work Opportunity and Responsibility for Kids
15	L. CAP	Corrective Action Plan
16	M. CCC	California Civil Code
17	N. CCR	California Code of Regulations
18	O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
19	P. CEO	County Executive Office
20	Q. CESI	Client Evaluation of Self at Intake
21	R. CEST	Client Evaluation of Self and Treatment
22	S. CFDA	Catalog of Federal Domestic Assistance
23	T. CFR	Code of Federal Regulations
24	U. CHPP	COUNTY HIPAA Policies and Procedures
25	V. CHS	Correctional Health Services
26	W. CIPA	California Information Practices Act
27	X. CMPPA	Computer Matching and Privacy Protection Act
28	Y. COI	Certificate of Insurance
29	Z. CPA	Certified Public Accountant
30	AA. CSW	Clinical Social Worker
31	AB. DHCS	California Department of Health Care Services
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders

1	AI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
2	AJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
3	AK. E-Mail	Electronic Mail
4	AL. EEOC	Equal Employment Opportunity Commission
5	AM. EHR	Electronic Health Records
6	AN. EOC	Equal Opportunity Clause
7	AO. ePHI	Electronic Protected Health Information
8	AP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
9	AQ. FFS	Fee For Service
10	AR. FIPS	Federal Information Processing Standards
11	AS. FSP	Full Service Partnership
12	AT. FTE	Full Time Equivalent
13	AU. GAAP	Generally Accepted Accounting Principles
14	AV. HCA	County of Orange Health Care Agency
15	AW. HHS	Federal Health and Human Services Agency
16	AX. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
17		Law 104-191
18	AY. HITECH Act	Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	AZ. HIV	Human Immunodeficiency Virus
21	BA. HSC	California Health and Safety Code
22	BB. ID	Identification
23	BC. IEA	Information Exchange Agreement
24	BD. IRIS	Integrated Records and Information System
25	BE. ISO	Insurance Services Office
26	BF. ITC	Indigent Trauma Care
27	BG. LCSW	Licensed Clinical Social Worker
28	BH. MAT	Medication Assisted Treatment
29	BI. MFT	Marriage and Family Therapist
30	BJ. MH	Mental Health
31	BK. MHP	Mental Health Plan
32	BL. MHS	Mental Health Specialist
33	BM. MHSA	Mental Health Services Act
34	BN. MSN	Medical Safety Net
35	BO. NIH	National Institutes of Health
36	BP. NIST	National Institute of Standards and Technology
37	BQ. NPI	National Provider Identifier

1	BR. NPP	Notice of Privacy Practices
2	BS. NPPES	National Plan and Provider Enumeration System
3	BT. OCJS	Orange County Jail System
4	BU. OCPD	Orange County Probation Department
5	BV. OCR	Federal Office for Civil Rights
6	BW. OCSD	Orange County Sheriff's Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. P&P	Policy and Procedure
11	CB. PA DSS	Payment Application Data Security Standard
12	CC. PATH	Projects for Assistance in Transition from Homelessness
13	CD. PC	California Penal Code
14	CE. PCI DSS	Payment Card Industry Data Security Standards
15	CF. PCS	Post-Release Community Supervision
16	CG. PHI	Protected Health Information
17	CH. PI	Personal Information
18	CI. PII	Personally Identifiable Information
19	CJ. P&P	Policy and Procedure
20	CK. PRA	California Public Records Act
21	CL. PSC	Professional Services Contract System
22	CM. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
23	CN. SIR	Self-Insured Retention
24	CO. SMA	Statewide Maximum Allowable (rate)
25	CP. SOW	Scope of Work
26	CQ. SUD	Substance Use Disorder
27	CR. UMDAP	Uniform Method of Determining Ability to Pay
28	CS. UOS	Units of Service
29	CT. USC	United States Code
30	CU. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of, the terms of this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or

1 agents shall be valid unless made in the form of a written amendment to this Contract, which has been
2 formally approved and executed by both parties.

3 4 **III. AMOUNT NOT TO EXCEED**

5 A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this
6 Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified in
7 the Referenced Contract Provisions of this Contract.

8 B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten
9 percent (10%) of Period One funding for this Contract.

10 11 **IV. ASSIGNMENT OF DEBTS**

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

19 20 **V. COMPLIANCE**

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

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

27 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
28 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
29 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
30 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
31 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph V
32 (COMPLIANCE). These elements include:

- 33 a. Designation of a Compliance Officer and/or compliance staff.
- 34 b. Written standards, policies and/or procedures.
- 35 c. Compliance related training and/or education program and proof of completion.
- 36 d. Communication methods for reporting concerns to the Compliance Officer.
- 37 e. Methodology for conducting internal monitoring and auditing.

1 f. Methodology for detecting and correcting offenses.

2 g. Methodology/Procedure for enforcing disciplinary standards.

3 3. If CONTRACTOR does not provide proof of its own Compliance program to
4 ADMINISTRATOR, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
5 and Code of Conduct. CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar
6 days of execution of this Contract a signed acknowledgement that CONTRACTOR shall comply with
7 ADMINISTRATOR's Compliance Program and Code of Conduct.

8 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
9 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
10 shall submit a copy of its Compliance Program, Code of Conduct and all relevant policies and
11 procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
12 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
13 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if
14 CONTRACTOR's proposed Compliance Program and Code of Conduct contain all required elements to
15 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
16 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
17 CONTRACTOR shall revise its Compliance Program and Code of Conduct to meet
18 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
19 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

20 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that
21 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and
22 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
23 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,
24 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

25 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
26 retained to provide services related to this Contract monthly to ensure that they are not designated as
27 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
28 Services Administration's Excluded Parties List System or System for Award Management, the Health
29 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
30 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration Death
31 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

32 1. For purposes of this Paragraph V (COMPLIANCE), Covered Individuals includes all
33 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health
34 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
35 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,
36 subcontractors, agents, and other persons who are not reasonably expected to work more than one
37 hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at

1 the point when they work more than one hundred sixty (160) hours during the calendar year.
2 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
3 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
4 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
5 CONTRACTOR has elected to use its own).

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

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

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

12 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
14 Contract.

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

21 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
22 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
23 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
24 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible
25 Person.

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

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

1 by ADMINISTRATOR.

2 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
3 Compliance Training available to Covered Individuals.

4 1. CONTRACTOR that has acknowledged to comply with ADMINISTRATOR’s Compliance
5 Program shall use its best efforts to encourage completion by all Covered Individuals; provided,
6 however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to
7 complete the General Compliance Training when offered.

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

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

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

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

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

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
20 Individuals relative to this Contract.

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

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

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

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

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

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

37 //

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

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

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

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

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

17 18 **V. CONFIDENTIALITY**

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

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

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

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

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

1 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
2 consultants, subcontractors, volunteers and interns.

4 **VI. CONFLICT OF INTEREST**

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

14 **VIII. COST REPORT**

15 A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to
16 COUNTY no later than sixty (60) calendar days following the period for which they are prepared or
17 termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all
18 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of
19 this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
20 centers, services, and funding sources in accordance with such requirements and consistent with prudent
21 business practice, which costs and allocations shall be supported by source documentation maintained by
22 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
23 CONTRACTOR has multiple contracts for mental health services that are administered by HCA,
24 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
25 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to
26 COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all
27 individual Cost Reports to be incorporated into a consolidated Cost Report.

28 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated
29 Cost Report within the time period specified above, ADMINISTRATOR has sole discretion to impose
30 one or both of the following:

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

36 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
37 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the

1 individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

11 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
12 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
13 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are
14 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
15 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if
16 any.

17 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
18 less applicable revenues and late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth
19 in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to
20 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
21 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
22 subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by
23 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
24 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
25 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

26 D. Unless approved by ADMINISTRATOR, costs that exceed the County Contract Rates (CCR)
27 Statewide per Medi-Cal Unit of Service, as determined by the DHCS, shall be non-reimbursable to
28 CONTRACTOR.

29 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
30 the Budget Paragraph of Exhibit A to this Contract, CONTRACTOR shall specify in the Cost Report the
31 services rendered with such revenues.

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

34
35 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
36 documentation prepared by _____ for the cost report period beginning _____ and
37 ending _____ and that, to the best of my knowledge and belief, costs reimbursed through

1 this Contract are reasonable and allowable and directly or indirectly related to the services
2 provided and that this Cost Report is a true, correct, and complete statement from the books and
3 records of (provider name) in accordance with applicable instructions, except as noted. I also
4 hereby certify that I have the authority to execute the accompanying Cost Report.

5
6 Signed _____
7 Name _____
8 Title _____
9 Date _____"

10
11 **IVII. DEBARMENT AND SUSPENSION CERTIFICATION**

12 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

1
2 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
3 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
4 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
5 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
6 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

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

9 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
10 subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor
11 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
12 has required.

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

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

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

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

29
30 **VIII. DISPUTE RESOLUTION**

31 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
32 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
33 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
34 the attention of the County Purchasing Agent by way of the following process:

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

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

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

14 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
15 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a
16 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
17 a final decision adverse to CONTRACTOR's contentions.

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

25
26 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

27 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
28 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
29 consultants performing work under this Contract meet the citizenship or alien status requirement set
30 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.

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XIII. EQUIPMENT

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

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

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

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

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

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

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1 G. Unless this Contract is followed without interruption by another contract between the Parties for
2 substantially the same type and scope of services, at the termination of this Contract for any cause,
3 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
4 Contract.

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

7 8 **X. FACILITIES, PAYMENTS AND SERVICES**

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

14 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
15 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed
16 for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount
17 Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an
18 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
19 provide services, staffing, facilities or supplies.

20 21 **XV. INDEMNIFICATION AND INSURANCE**

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

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

1 to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

27 F. QUALIFIED INSURER

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

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

36 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
37 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
Sexual Misconduct Liability	\$1,000,000 per occurrence

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 AGREEMENT.***

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

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

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

b. A primary and non-contributing endorsement evidencing that CONTRACTOR's

1 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
2 excess and non-contributing.

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

6 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
7 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
8 *officers, agents and employees,* or provide blanket coverage, which will state ***AS REQUIRED BY***
9 ***WRITTEN AGREEMENT.***

10 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
11 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
12 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
13 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this
14 Contract.

15 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
16 "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
17 the completion of the Contract.

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

20 O. Insurance certificates should be forwarded to the department address specified in the Referenced
21 Contract Provisions of this Contract.

22 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
23 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation
24 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

29 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
30 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
31 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
32 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
33 all legal remedies.

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

37 //

1 T. SUBMISSION OF INSURANCE DOCUMENTS

- 2 1. The COI and endorsements shall be provided to COUNTY as follows:
- 3 a. Prior to the start date of this Contract.
- 4 b. No later than the expiration date for each policy.
- 5 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
- 6 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
- 7 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the
- 8 Referenced Contract Provisions of this Contract.
- 9 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
- 10 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
- 11 sole discretion to impose one or both of the following:
- 12 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
- 13 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the
- 14 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
- 15 submitted to ADMINISTRATOR.
- 16 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
- 17 COI or endorsement for each business day, pursuant to any and all contracts between COUNTY and
- 18 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
- 19 provisions stipulated in this Contract are submitted to ADMINISTRATOR.
- 20 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
- 21 CONTRACTOR's monthly invoice.
- 22 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
- 23 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
- 24 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

25

26 **XI. INSPECTIONS AND AUDITS**

27 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

28 of the State of California, the Secretary of the United States Department of Health and Human Services,

29 the Comptroller General of the United States, or any other of their authorized representatives, shall have

30 access to any books, documents, and records, including but not limited to, financial statements, general

31 ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly

32 pertinent to this Contract, for the purpose of responding to a Client complaint or conducting an audit,

33 review, evaluation, or examination, or making transcripts during the periods of retention set forth in the

34 Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable

35 times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in

36 which they are provided.

37 //

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

5 C. AUDIT RESPONSE

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

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

18 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
19 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
20 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
21 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
22 calendar days of receipt.

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

27
28 **XII. LICENSES AND LAWS**

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

37 //

1 B. CHILD SUPPORT OBLIGATIONS

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

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

- 11 1. ARRA of 2009.
- 12 2. Trafficking Victims Protection Act of 2000.
- 13 3. WIC, Division 5, Community Mental Health Services.
- 14 4. WIC, Division 6, Admissions and Judicial Commitments.
- 15 5. WIC, Division 7, Mental Institutions.
- 16 6. HSC, §§1250 et seq., Health Facilities.
- 17 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 18 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 19 9. CCR, Title 17, Public Health.
- 20 10. CCR, Title 22, Social Security.
- 21 11. CFR, Title 42, Public Health.
- 22 12. CFR, Title 45, Public Welfare.
- 23 13. USC Title 42. Public Health and Welfare.
- 24 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 25 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 26 16. 42 USC §1857, et seq., Clean Air Act.
- 27 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 28 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 29 19. Policies and procedures set forth in Mental Health Services Act.
- 30 20. Policies and procedures set forth in DHCS Letters.
- 31 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 32 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
33 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
34 42 CFR, Section 438, Managed Care Regulations.

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

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

4 5 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

27 28 **XIX. MINIMUM WAGE LAWS**

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

36 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
37 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards

1 pursuant to providing services pursuant to this Contract.

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

6 7 **XX. NONDISCRIMINATION**

8 **A. EMPLOYMENT**

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

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

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

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

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

35 6. Each labor union or representative of workers with which CONTRACTOR and/or
36 subcontractor has a collective bargaining contract or other contract or understanding must post a notice
37 advising the labor union or workers' representative of the commitments under this Nondiscrimination

1 Paragraph and shall post copies of the notice in conspicuous places, available to employees and
2 applicants for employment.

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

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

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

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

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

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

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

3
4 **XXII. NOTIFICATION OF DEATH**

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

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

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

13 2. WRITTEN NOTIFICATION

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

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

20 c. When notification via encrypted email is not possible or practical, CONTRACTOR
21 must hand deliver or must fax said notification to a number approved by COUNTY in writing.

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

26
27 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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36 //

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XXIV. PATIENT'S RIGHTS

1
2 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
3 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations
4 readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages
5 and envelopes readily accessible to Clients to take without having to request it on the unit.

6 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
7 internal grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

8 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'
9 rights, and/or utilization management guidelines and procedures. The Client has the right to utilize
10 either or both grievance process simultaneously in order to resolve their dissatisfaction.

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

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

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

XXV. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

37 //

1 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
2 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
3 necessity of the service, and the quality of care provided. Records shall be maintained in accordance
4 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

16 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
17 following discharge of the participant, client and/or patient.

18 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
19 billings, and revenues available at one (1) location within the limits of Orange County. If
20 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
21 written approval to CONTRACTOR to maintain records in a single location, identified by
22 CONTRACTOR.

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

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

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

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

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

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

1 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
2 or site visit.

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

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

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

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

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

16
17 **XXVI. RESEARCH AND PUBLICATION**

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

21
22 **XXVII. REVENUE**

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

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

34 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
35 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide
36 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
37 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which

1 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be
2 uncollectible.

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

6 **XXVIII. SEVERABILITY**

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

13 **XXIX. SPECIAL PROVISIONS**

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

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

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

- 1 1. Funding travel or training (excluding mileage or parking).
- 2 2. Making phone calls outside of the local area unless documented to be directly for the
- 3 purpose of Client care.
- 4 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 5 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 6 contribute to the quality of services to be provided pursuant to this Contract.
- 7 5. Purchasing or improving land, including constructing or permanently improving any
- 8 building or facility, except for tenant improvements.
- 9 6. Providing inpatient hospital services or purchasing major medical equipment.
- 10 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 11 funds (matching).
- 12 //
- 13 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 14 CONTRACTOR's Clients.

16 **XXX. STATUS OF CONTRACTOR**

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

29 **XXXI. TERM**

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

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

XXXII. TERMINATION

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

8 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
9 any of the following events:

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

24 C. CONTINGENT FUNDING

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

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

E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice.

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

XXXIII. THIRD PARTY BENEFICIARY

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

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XXXIV. WAIVER OF DEFAULT OR BREACH

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


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SIGNATURE PAGE

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

CSU, LLC, DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT

NAME: Warren Bradley

BY:  Warren Bradley
7DF37EF38114457...

DATED: 3/21/2024

TITLE: Chief Executive Officer

COUNTY OF ORANGE

NAME: _____


BY: _____

DATED: _____

PURCHASING AGENT/DESIGNEE

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

NAME: Brittany McLean

BY:  Brittany McLean
71CFE638662E411...
DEPUTY

DATED: 3/21/2024

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

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EXHIBIT A

CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CSU LLC DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT
JULY 1, 2024 THROUGH JUNE 30, 2026

I. COMMON TERMS AND DEFINITIONS

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

1. Admission means documentation, by CONTRACTOR, for completion of entry of evaluation services provided to individuals seen in COUNTY and COUNTY-contracted services into IRIS.

2. Crisis Assessment Team (CAT) means a twenty-four (24) hour mobile response team that provides services to anyone who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides linkage and follow ups for individuals evaluated. There are separate adult and youth CATs.

3. Client or Individual means a person who is referred or enrolled, for services under the Contract who is living with mental or emotional disorders.

4. Closed-loop referral means the people, processes and technologies that are deployed to coordinate and refer Clients to available community resources (i.e., health care, behavioral health services, and/or other support services) and follow-up to verify if services were rendered.

5. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day and serves Orange County residents aged thirteen (13) and older who are experiencing a psychiatric crisis and need immediate evaluation. Individuals receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-nine (59) minutes.

6. Diagnosis means identifying the nature of a disorder. When formulating a Diagnosis(es), CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association

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1 and/or International Classification of Diseases (ICD) 10. ICD10 diagnoses will be recorded on all IRIS
2 documents, as appropriate.

3 7. Engagement means the process where a trusting relationship is developed over a short period
4 of time with the goal to link the individual(s) to appropriate services within the community. Engagement
5 is the objective of a successful outreach.

6 8. Face-to-Face means an encounter between the individual/parent/guardian and
7 CONTRACTOR where they are both physically present. This does not include contact by phone, email,
8 etc., except for Telepsychiatry provided in a manner that meets COUNTY protocols.

9 9. Integrated Records Information System (IRIS) means ADMINISTRATOR's database system
10 and refers to a collection of applications and databases that serve the needs of programs within
11 COUNTY and includes functionality such as registration and scheduling, laboratory information system,
12 billing and reporting capabilities, compliance with regulatory requirements, electronic medical records,
13 and other relevant applications.

14 10. Lanterman-Petris-Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) means
15 guidelines for handling involuntary civil commitment to a mental health institution in the State of
16 California.

17 11. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
18 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
19 services to individuals they serve. The license must be current and in force and not suspended or
20 revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

21 12. Licensed Marriage Family Therapist (LMFT) means a licensed individual, pursuant to the
22 provisions of Chapter 13 and Chapter 14 of the California Business and Professions Code, who can
23 provide clinical services to individuals they serve. The license must be current and in force and not
24 suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience
25 treating TAY.

26 13. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
27 the provisions of Chapter 13 and Chapter 16 of the California Business and Professions Code, who can
28 provide clinical service to individuals they serve. The license must be current and in force and not
29 suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience
30 treating TAY.

31 14. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
32 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
33 services to individuals they serve. The license must be current and in force and not suspended or
34 revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

35 15. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6
36 of the California Business and Professions Code, who can provide clinical services to individuals

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1 they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred
2 that the individual has at least one (1) year of experience treating TAY.

3 16. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of
4 Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
5 individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is
6 preferred that the individual has at least one (1) year of experience treating TAY.

7 17. Linkage means when a Client has attended at least one appointment or made one visit to the
8 identified program or service for which the Client has received a referral or to which they have self-
9 referred.

10 18. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
11 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
12 employees who have direct contact with the individuals served.

13 19. Medi-Cal means the State of California's implementation of the federal Medicaid health
14 care program which pays for a variety of medical services for children and adults who meet eligibility
15 criteria.

16 20. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined
17 in COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
18 Services.

19 21. The Mental Health Services Act (MHSA) means a voter-approved initiative to develop a
20 comprehensive approach to providing community-based mental health services and supports for
21 California residents. It is also known as "Proposition 63."

22 22. National Provider Identifier (NPI) means the standard unique health identifier that was
23 adopted by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered
24 healthcare providers, individuals, and organizations must obtain a NPI for use to identify themselves in
25 HIPAA standard transactions. The NPI is assigned for life.

26 23. Milestones of Recovery Scale (MORS) means a Recovery scale that COUNTY uses in
27 Adult Mental Health programs. The scale assigns Clients to their appropriate level of care and replaces
28 diagnostic and acuity of illness-based tools.

29 24. NOABD means Notice of Adverse Beneficiary Determination and refers to a Medi-Cal
30 requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service.
31 COUNTY has expanded the requirement for an NOABD to all individuals requesting an assessment for
32 services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

33 25. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and
34 disclosures of their PHI. The NPP may be made by, or on behalf of, the health plan or health care
35 provider as set forth in HIPAA.

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1 26. Outreach means linking individuals to appropriate Mental Health Services within the
2 community. Outreach activities will include educating the community about the services offered and
3 requirements for participation in the various mental health programs within the community. Such
4 activities will result in CONTRACTOR developing their own Referral sources for programs being
5 offered within the community.

6 27. Medi-Cal Certified Peer Support Specialist means an individual in a paid position who has
7 been through the same or similar recovery process as those being assisted to attain their recovery goals
8 in the CSU. A Medi-Cal Certified Peer Support Specialist practice is informed by personal experience.

9 28. Program Director means an individual who is responsible for all aspects of administration
10 and clinical operations of the mental health program, including development and adherence to the annual
11 budget. This individual also is responsible for the following: hiring, development and performance
12 management of professional and support staff, and ensuring mental health treatment services are
13 provided in concert with COUNTY and state rules and regulations.

14 29. Protected Health Information (PHI) means individually identifiable health information
15 usually transmitted through electronic media. PHI can be maintained in any medium as defined in the
16 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
17 created or received by a covered entity and is related to the past, present, or future physical or mental
18 health or condition of an individual, provision of health care to an individual, or the past, present, or
19 future payment for health care provided to an individual.

20 30. Psychiatrist means an individual who meets the minimum professional and licensure
21 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of
22 experience treating children and TAY.

23 31. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
24 one percent (1%) of all "high-risk" Medi-Cal recipients in order to monitor and evaluate the quality and
25 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
26 administrator, one (1) clinician, and one (1) physician who are not involved in the clinical care of the
27 cases.

28 32. Referral means the process of sending a Client from one service provider to another service
29 provider for health care, behavioral health services, and/or other support services, by electronic
30 transmission, in writing or verbally, regardless of Linkage status.

31 33. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of
32 the California Business and Professions Code, who can provide clinical services to the individuals
33 served. The license must be current and in force and not suspended or revoked. Also, it is preferred that
34 the individual has at least one (1) year of experience treating TAY.

35 34. Resource Recommendation means the process of providing a Client with one or more
36 suggested resources, without plans and/or an ability to follow up on Linkage status.

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1 35. Self-Referral means when a Client or family member directly contacts a service provider
2 with the goal of receiving services for themselves or a family member, regardless of Linkage status.

3 36. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age
4 of eighteen (18) years who have a mental health disorder, as identified in the most recent edition of the
5 DSM and/or the ICD 10, other than a primary substance use disorder or developmental disorder, which
6 results in behavior inappropriate to the child’s age according to expected developmental norms. W&I
7 5600.3.

8 37. Severe & Persistent Mental Illness (SPMI) means an adult with a mental health disorder that
9 is severe in degree and persistent in duration, which may cause reduced mental health functioning that
10 interferes substantially with the primary activities of daily living and may result in an inability to
11 maintain stable adjustment and independent functioning without treatment, support, and rehabilitation
12 for a long or indefinite period of time. W&I 5600.3.

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

17 39. Soft Token means the security device which allows an individual user to access COUNTY’s
18 computer-based IRIS.

19 40. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for
20 determining an individual’s annual liability for Mental Health Services received from COUNTY mental
21 health system and is set by the State of California.

22 41. Unit of Service (UOS) means one (1) hour during which services are provided to an
23 individual pursuant to the Contract. Each one (1) hour block that the individual receives crisis
24 stabilization services shall be claimed. Partial blocks of time shall be rounded up or down to the nearest
25 one (1) hour increment except that services provided during the first hour shall always be rounded up.

26 42. Wellness Recovery Action Plan (WRAP) means a self-help technique for monitoring and
27 responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

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EXHA II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	
ADMINISTRATIVE COST			
Salaries	\$ 60,060	60,060	\$ 120,120
Services and Supplies	16,216	16,216	32,432
Indirect	<u>775,555</u>	<u>775,555</u>	<u>1,551,110</u>
SUBTOTAL	\$ 851,831	851,831	\$ 1,703,662
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$2,757,107	\$2,757,107	\$5,514,214
Benefits	744,419	744,419	1,488,838
Services and Supplies	<u>2,177,349</u>	<u>2,177,349</u>	<u>4,354,698</u>
SUBTOTAL PROGRAM	\$5,678,875	\$5,678,875	\$11,357,750
COST			
GROSS COST	\$6,530,706	\$6,530,706	\$13,061,412
REVENUE			
FFP Medi-Cal	\$3,265,353	\$3,265,353	\$6,530,706
MHSA	<u>3,265,353</u>	<u>3,265,353</u>	<u>6,530,706</u>
TOTAL REVENUE	\$6,530,706	\$6,530,706	\$13,061,412
TOTAL AMOUNT NOT TO EXCEED	\$6,530,706	\$6,530,706	\$13,061,412

B. CONTRACTOR agrees that the amount of the State match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

C. The total cost of services provided for in the Contract are based upon projected revenue generation and shall be reimbursed by Federal Medi-Cal, State, and COUNTY revenues. CONTRACTOR agrees that if actual Federal Medi-Cal and State reimbursement, based upon the

1 completed DHCS Cost Report for each Fiscal Year is less than budgeted, the Amount Not To Exceed
2 shall be adjusted down by the amount of under generated Federal Medi-Cal and/or State revenue.
3 CONTRACTOR further agrees that Federal SAMHSA revenues shall be used to cover the costs of
4 services, in accordance with Federal SAMHSA funding requirements, to non-Medi-Cal Clients and shall
5 not exceed the amounts specified in Subparagraph II.A. of this Exhibit A to the Contract, unless
6 authorized, in writing, by ADMINISTRATOR.

7 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
8 provided pursuant to the Contract, CONTRACTOR may make written application to
9 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
10 fees and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR
11 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
12 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and
13 the quantity of services to be provided by CONTRACTOR.

14 E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR shall make written application to
15 ADMINISTRATOR, in advance, to shift funds between budgeted line items, for the purpose of meeting
16 specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing
17 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly
18 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
19 which shall include a justification narrative specifying the purpose of the request, the amount of said
20 funds to be shifted, and the sustaining impact of the shift as may be applicable to the current contract
21 period and/or future contract periods. CONTRACTOR shall obtain written approval of any
22 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by
23 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for
24 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

25 F. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
26 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
27 of service for which payment is claimed. Any apportionment of or distribution of costs, including
28 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
29 be made in accordance with GAAP and Medicare regulations. The Client eligibility determination and
30 fee charged to and collected from Clients, together with a record of all invoices rendered and revenues
31 received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in
32 CONTRACTOR's financial records.

33 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
34 Paragraph of this Exhibit A to the Contract.

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EXHA III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$544,225.50 per month, as specified in the Referenced Contract Provisions of the Contract. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does not exceed the Amount Not To Exceed for each period as stated in the Referenced Contract Provisions of the Contract and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

6 7 **IV. REPORTS**

8 A. CONTRACTOR is required to comply with all applicable reporting requirements, including the
9 requirements set forth in Division 5 of the California Welfare Institutions Code and Division 1, Title 9
10 of the California Code of Regulations, as well as any reports required of LPS designated facilities in the
11 County of Orange.

12 B. CONTRACTOR shall enter demographic information of all clients served, direct services
13 information, and other appropriate data into COUNTY's IRIS.

14 C. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
15 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
16 include, but not limited to, descriptions of any performance objectives, outcomes, and or interim
17 findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss
18 the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
19 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
20 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than the twentieth
21 (20th) calendar day following the end of the month being reported.

22 D. On a monthly basis, CONTRACTOR shall report the following information to
23 ADMINISTRATOR on a COUNTY-approved data dashboard. The following will be reported in order
24 to improve consistency and collaboration amongst all COUNTY and COUNTY-contracted CSUs:

- 25 1. Number of admissions, both involuntary vs voluntary;
- 26 2. Referral source;
- 27 3. Number of admissions by funding (Medi-Cal, Health Plan, unfunded, etc.);
- 28 4. Average daily census;
- 29 5. Average length of stay (LOS);
- 30 6. Number of discharges and inpatient transfers;
- 31 7. Type of residence upon discharge;
- 32 8. Summary of Satisfaction Survey Results;
- 33 9. Instances of Restraint and Seclusions/Initiated and Instances of Seclusions;
- 34 10. Percentages of Individuals seen for medication by MD/NP within an hour;
- 35 11. Percentages Discharged to a lower level of care and higher level of care;
- 36 12. Number of stays over twenty-four (24) hours and respective LOS for each;
- 37 13. A mutually agreed upon measure of seclusion and restraint utilization;

1 14. Recidivism, defined as readmissions occurring up to 14 days post-discharge;

2 15. Data regarding recidivating individuals with unmet needs, defined as individuals with four
3 or more admissions in a month.

4 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issue
5 that materially or adversely affect the quality or accessibility of services provided by, or under contract
6 with, COUNTY.

7 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
8 welfare of the individuals seen, including, but not limited to, serious physical harm to self or others,
9 serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.
10 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse
11 incident in the form of a Special Incident Report (SIR).

12 G. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make
13 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as
14 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information
15 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

16 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
17 Paragraph of this Exhibit A to the Contract.

18 **V. SERVICES**

19 **A. FACILITIES**

20 1. CONTRACTOR shall maintain the capability to provide Crisis Stabilization Services to
21 individuals aged eighteen (18) and above at the following facility, which meets the minimum
22 requirements for Medi-Cal eligibility and Designation, or any other location approved by
23 ADMINISTRATOR as specified below:
24

25
26 College Hospital Crisis Stabilization

27 Unit 301 Victoria Street

28 Costa Mesa, CA 92627
29

30 2. CONTRACTOR shall provide Crisis Stabilization Services twenty-four (24) hours per day
31 seven (7) days per week, 365 days per year.

32 3. The Facility shall have access for persons presenting on a walk-in basis, via police drop off
33 and via ambulance delivery.

34 4. The Facility shall have a minimum of twenty-eight hundred (2,800) square feet, with the
35 majority of the space dedicated to individuals served and their care. Treatment areas shall be in visible
36 line of sight from the nursing area. Space shall be allocated for: rest; socialization/living room; dining;
37 seclusion/quiet rooms for agitated persons; private intake/exam space; medication room; and sufficient

1 work space for staff and conference/meeting rooms. Space shall be designed for the individuals treated
2 and treatment staff to comingle for the majority of the time and shall enable them to work together in an
3 easily accessible fashion. There shall be space dedicated for individuals' families and significant
4 others/support network to receive collateral treatment and areas for family/significant others to
5 participate in program, visit, and stay with the individual being treated as clinically indicated.

6 5. The Facility shall be used exclusively for the CSU and COUNTY shall have full access to
7 the Facility and to COUNTY's service providers. CONTRACTOR is responsible for maintenance,
8 repair, and capital improvements to the Facility.

9 6. The Facility shall meet the standards of the applicable sections of:

10 a. Sections 1840.338 and 1840.348 of California Code of Regulations (CCR) Title 9, for
11 Crisis Stabilization Services;

12 b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq., as implemented in
13 45 CFR 84.1 et seq.);

14 c. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) pertaining to the
15 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as
16 they exist now or may be hereafter amended together with succeeding legislation;

17 d. All SD/MC requirements as delineated in California Code of Regulations, Title 9,
18 Chapter 11, Medi-Cal Specialty Mental Health Services; and

19 e. All applicable requirements delineated in Division 5 of the California Welfare &
20 Institutions Code and required by ADMINISTRATOR for LPS designated facilities.

21 7. CONTRACTOR shall be SD/MC certified prior to the effective date for commencing
22 contracted services. To obtain COUNTY's certification of the Facility, CONTRACTOR is responsible
23 for making any necessary changes to meet or maintain Medi-Cal site standards.

24 8. CONTRACTOR shall be LPS designated prior to the effective date for commencing
25 contracted services.

26 9. The Facility shall have a capacity to serve twelve (12) individuals at a time and will include
27 adequate physical space to support the services identified within this Contract.

28 10. CONTRACTOR's administrative staff holiday schedule shall be consistent with
29 COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

30 B. INDIVIDUALS TO BE SERVED:

31 1. Orange County Residents; and

32 2. Individuals experiencing a mental health emergency, who may have a co-occurring disorder,
33 at risk of hospitalization and cannot wait for a regularly scheduled appointment; and

34 3. Adults ages eighteen (18) years and older, including Transitional Age Youth (TAY) between
35 the ages of eighteen (18) and twenty-five (25).

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1 C. SERVICES TO BE PROVIDED

2 1. CONTRACTOR shall provide psychiatric crisis stabilization services on a twenty-four (24)
3 hours a day basis as a viable alternative to the default presentation to emergency departments for persons
4 in mental health crisis. Crisis stabilization services shall include, but is not limited to: psychiatric
5 assessment, physical screening, collateral history, therapy, crisis intervention, medication services,
6 education, nursing assessment, peer specialist services, coordination of referrals to continuing care and
7 emergency housing, post discharge planning and facilitation of transfer of individuals to inpatient
8 treatment facilities when clinically appropriate and indicated.

9 2. CONTRACTOR shall perform clinical and psycho-diagnostic assessment using the most
10 recent DSM and/or ICD to include clinical consideration of each fundamental need: physical,
11 psychological, familial, educational, social, environmental and recreational. Additional examinations,
12 tests and evaluations may be conducted as clinically indicated. Findings of the examinations and
13 evaluations shall be documented in the individual record and signed by CONTRACTOR's appropriate
14 and responsible staff.

15 3. CONTRACTOR shall provide psychiatric evaluations by licensed psychiatrist or psychiatric
16 nurse practitioner(s) who shall issue prescriptions and order medications as clinically indicated.
17 Medication support services shall include a system of medication quality review provided by well-
18 trained, experienced psychiatrists knowledgeable in the use of medication to improve functioning.

19 4. CONTRACTOR shall complete physical health assessments which shall be performed by a
20 physician, doctor of osteopathy, a nurse practitioner or registered nurse. CONTRACTOR shall provide
21 or arrange for laboratory tests as are necessary to adequately complete the assessment and to support
22 continued psychiatric stabilization of the individual. Non-emergency medical intervention will be
23 provided on-site by qualified and trained and appropriately licensed individuals.

24 5. CONTRACTOR shall engage both the individual and the individuals' family or other
25 significant support persons whenever possible. Such collateral services may include providing therapy to
26 adult caregivers or significant others to help the individual in maintaining living arrangements in the
27 community. CONTRACTOR shall refer such caregiver(s) to appropriate community supports, and/or
28 educational services. CONTRACTOR shall document contact with family/support persons or document
29 why such contact is not possible or not advisable.

30 6. CONTRACTOR shall obtain valid consents from the individuals served.

31 7. CONTRACTOR shall provide a sufficient amount of treatment services at all times to
32 accommodate the individuals served and their supports not able to participate during regular daytime
33 hours.

34 8. CONTRACTOR shall provide individual sessions for intake, recovery planning, and
35 discharge. Additional individual counseling sessions shall take place as clinically necessary.

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1 9. CONTRACTOR shall use individual therapy, brief intensive services, motivational
2 interviewing, and short-term group therapy modalities including psycho-educational, cognitive
3 behavioral and self-soothing therapy techniques.

4 10. CONTRACTOR shall promote recovery via individual and/or group sessions. Topics may
5 include, but not be limited to: building a wellness toolbox or resource list, trauma informed principles of
6 self-care, healthy habits, symptom monitoring, triggers and early warning signs of symptoms/relapse,
7 identifying a crisis plan, and WRAP, etc.

8 11. CONTRACTOR shall ensure staff are available to provide all necessary substance use
9 disorder treatment services or referrals for individuals who are living with a co-occurring substance use
10 disorder problem in addition to their mental health issues, as appropriate.

11 12. CONTRACTOR shall develop strategies to advance trauma-informed care and to
12 accommodate the vulnerabilities of trauma survivors.

13 13. CONTRACTOR shall provide services in an environment which is compatible with and
14 supportive of a recovery model. Services shall be delivered in the spirit of recovery and resiliency,
15 tailored to the unique strengths of each individual. The focus will be on personal responsibility for
16 symptom management and independence, which fosters empowerment, hope, and an expectation of
17 recovery from mental health illness. Recovery oriented and trauma informed language and principles
18 shall be evident and incorporated in CONTRACTOR’s policies, program design and space, and practice.

19 14. CONTRACTOR shall sustain a culture that supports and employs Medi-Cal Certified Peer
20 Support Specialists in providing supportive socialization for individuals that will assist in their recovery,
21 self-sufficiency and in seeking meaningful life activities and relationships. Medi-Cal Certified Peer
22 Support Specialist shall be encouraged to share their stories of recovery as much as possible to stimulate
23 the milieu with the notion that recovery is possible and to destigmatize mental health issues, inspire, and
24 provide guidance.

25 15. CONTRACTOR shall ensure that individuals leave the facility with a medication supply
26 sufficient to bridge them to their aftercare appointment by establishing a contractual agreement with a
27 licensed pharmacy to deliver and supply discharge medications as necessary.

28 16. CONTRACTOR shall ensure prescribers consider respective formularies as part of their
29 prescribing practices.

30 17. CONTRACTOR shall have nutritious snacks available as needed. Special dietary needs will
31 be handled on an as needed basis. In the event an individual remains in the CSU for a period in excess of
32 twenty-four (24) hours, CONTRACTOR shall ensure light meals can be provided.

33 18. CONTRACTOR shall provide linkage and consultation with both more restrictive levels of
34 care and community-based services designed to avoid hospitalization.

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1 19. CONTRACTOR shall develop a written discharge and aftercare plan, including written
 2 discharge instructions for each individual that shall be based on the assessment and diagnosis of that
 3 individual. The discharge/aftercare plan and discharge instructions shall include all required elements for
 4 designated facilities.

5 20. CONTRACTOR shall adhere to any/all LPS designated facility requirements including
 6 providing assessments for involuntary hospitalization when necessary. This service must be available
 7 twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

8 21. CONTRACTOR shall make follow up calls to assist individuals in making successful
 9 linkage to on-going mental health services. Such calls shall be initiated within twenty-four (24) hours
 10 during business days and seventy-two (72) hours during weekend periods and shall be documented in the
 11 medical record.

12 22. As a designated outpatient facility, the Facility may evaluate and treat individuals for no
 13 longer than twenty-three (23) hours and fifty-nine (59) minutes. CONTRACTOR shall have a process in
 14 place for describing actions taken when a person seen at the CSU has an episode that exceeds the
 15 twenty-three (23) hours and fifty-nine (59) minute limitation for a CSU stay. At a minimum,
 16 CONTRACTOR will notify COUNTY's Patient Rights Advocate of these instances. CONTRACTOR
 17 shall follow designated outpatient requirements as modified by the state for Crisis Stabilization.

18 23. CONTRACTOR is responsible to provide or arrange for the transport of individuals
 19 requiring an inpatient level of care.

20 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
 21 Paragraph of this Exhibit A to the Contract.

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 23 **VI. STAFFING**

24 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs
 25 continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40)
 26 hours of work per week to provide crisis unit services.

27 1. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours,
 28 of any staffing vacancies that occur during the term of the Contract. CONTRACTOR's notification shall
 29 include at a minimum the following information: employee name(s), position title(s), date(s) of
 30 resignation, date(s) of hire, and a description of recruitment activity.

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

ADMINISTRATION	FTEs
UR Manager	<u>0.50</u>
SUBTOTAL ADMINISTRATION	0.50

1		
2	PROGRAM	
3	Charge RN	4.50
4	Staff RN	9.00
5	MHW	11.20
6	LCSW	4.50
7	MSW	2.20
8	Clinical Coordinator	1.10
9	UR Manager	<u>0.50</u>
10	SUBTOTAL PROGRAM	33.00
11	TOTAL FTEs	33.50
12		

13 B. CONTRACTOR shall provide adequate staffing to assure that the services outlined above are
 14 performed in an efficient manner.

15 C. CONTRACTOR shall provide staffing in conformance with Title 9 regulations for Crisis
 16 Stabilization services.

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

25 E. CONTRACTOR shall maintain personnel files for each staff person, including management
 26 and other administrative positions, both direct and indirect to the Contract, which shall include, but not
 27 be limited to, an application for employment, qualifications for the position, applicable licenses,
 28 waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and
 29 evaluations justifying pay increases

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

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1 G. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery and/or
2 family members of persons in recovery. These individuals shall not be currently receiving services
3 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:
4 records attesting to efforts made in recruitment, hiring practices and identification of measures taken to
5 enhance accessibility for potential staff in these categories.

6 H. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to
7 discharging duties associated with their titles and any other training necessary to assist CONTRACTOR
8 and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal
9 regulatory requirements.

10 I. CONTRACTOR shall work towards implementing Medi-Cal Certified Peer Support Specialists,
11 as stipulated in the request for proposal (RFP).

12 J. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, paid or
13 unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.
14 Supervision methods should include debriefings and consultations as needed, individual supervision or
15 one-on-one support, and team meetings. Supervision should be provided by a supervisor who has
16 extensive knowledge regarding mental health issues.

17 K. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
18 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers or intern as
19 specified in their respective job descriptions or work contracts.

20 L. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have
21 a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P
22 training for each staff member and place in their personnel files.

23 M. CONTRACTOR shall provide detailed job descriptions, including education and experience
24 requirements, all applicable responsibilities, assigned duties, and workflow for each delineated position.

25 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
26 Paragraph of this Exhibit A to the Contract.

27 28 **VII. QUALITY IMPROVEMENT**

29 A. CONTRACTOR shall participate in any clinical case review and implement any
30 recommendations made by COUNTY to improve the care provided to the individuals seen.

31 B. CONTRACTOR shall conduct Supervisory Review in accordance with procedures developed
32 by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all
33 federal, state, and local guidelines and standards.

34 C. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
35 reflected in the individual's chart within seventy-two (72) hours after the completion of services.

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

1 ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal and
2 ADMINISTRATOR charting standards. CONTRACTOR shall have a utilization management process in
3 place to internally monitor documentation and billing standards on a routine basis.

4 E. CONTRACTOR shall complete the steps required for Clinical management/supervisory staff to
5 become Certified Chart Reviewers per COUNTY's Quality Assurance & Quality Improvement (QA/QI)
6 Division.

7 F. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
8 including the capability to utilize COUNTY's IRIS system, to enter appropriate data. CONTRACTOR
9 shall regularly review one hundred percent (100%) of its charting for accuracy and clinical
10 appropriateness and IRIS data input and billing systems to ensure compliance with COUNTY and state
11 P&Ps and shall establish mechanisms to prevent inaccurate claim submissions and follow up on
12 corrections in a timely manner.

13 G. CONTRACTOR shall maintain on file, at the Facility, minutes and records of all quality
14 improvement meetings and processes. Such records and minutes also are subject to regular review by
15 ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
16 ADMINISTRATOR's P&P.

17 H. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC and
18 medication monitoring meetings and complete all Medication Monitoring reports per COUNTY.

19 I. CONTRACTOR shall allow COUNTY to periodically review the quantity and quality of
20 services provided pursuant to this Contract. This review will be conducted at CONTRACTOR's facility
21 (ties) and will consist of a review of medical and other records of Clients provided services pursuant to
22 the Contract.

23 J. At all times during the term of this Contact, CONTRACTOR shall maintain a compliance
24 program in accordance with COUNTY.

25 K. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited to:

26 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care
27 and implement any recommendations made by COUNTY to improve individual care;

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

32 3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
33 ADMINISTRATOR.

34 L. CONTRACTOR will follow the following guidelines for COUNTY tokens:

35 1. CONTRACTOR recognizes Soft Tokens are granted to specific staff members with a
36 unique password. Passwords are not to be shared with anyone.

37 2. CONTRACTOR shall maintain an inventory of staff members granted access to Soft Tokens.

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

3 4. CONTRACTOR shall notify ADMINISTRATOR when changes have occurred under the
4 following conditions:

- 5 a) Each staff member who no longer supports this Contract;
- 6 b) Each staff member who no longer requires access to the HCA IRIS;
- 7 c) Each staff member who leaves employment of CONTRACTOR;
- 8 d) If Soft Token is malfunctioning; or
- 9 e) Termination of Contract.

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

13 M. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the
14 Secretary of HHS under HIPAA of 1996 for health care providers.

15 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a
16 NPI for use to identify themselves in HIPAA standard transactions.

17 2. CONTRACTOR, including each employee that provides services under the Contract, will
18 obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.
19 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
20 ADMINISTRATOR, all NPI as soon as they are available.

21 N. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first
22 service provided under the Contract to individuals who are covered by Medi-Cal and have not
23 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
24 request, the NPP for COUNTY, as the MHP, to any individual who received services under the
25 Contract.

26 O. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
27 research activity on individuals seen in COUNTY services without obtaining prior written authorization
28 from ADMINISTRATOR.

29 P. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
30 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
31 terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be
32 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
33 institution, or religious belief.

34 Q. CONTRACTOR shall maintain all requested and required written policies, and provide to
35 ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and
36 program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not
37 limited to, the following:

- 1 1. Admission Criteria and Admission Procedure;
- 2 2. Assessments;
- 3 3. Individual and Group Counseling Sessions;
- 4 4. Crisis Intervention/Evaluation for Involuntary Holds;
- 5 5. Treatment of Non-Compliant Individuals/Unplanned Discharges;
- 6 6. Medication Management and Medication Monitoring;
- 7 7. Recovery Program Policies and Practices;
- 8 8. Community Integration/Case Management/Discharge Planning;
- 9 9. Documentation Standards;
- 10 10. Quality Management/Performance Outcomes;
- 11 11. Individual Rights;
- 12 12. Personnel/In service Training;
- 13 13. Ensuring Proper Staffing;
- 14 14. Unusual Occurrence Reporting;
- 15 15. Code of Conduct/Compliance;
- 16 16. Mandated Reporting;
- 17 17. Seclusion and Restraints;
- 18 18. De-escalation Techniques, including use of voluntary and/or emergency medications;
- 19 19. Nutritious Snack Services; (if clients remain in CSU over 24 hours the availability of light
- 20 meals are addressed above);
- 21 20. Transportation Services;
- 22 21. Peer Support Services;
- 23 22. Chart Review Protocol; and
- 24 23. Any/all required LPS Designation Protocols.
- 25 R. CONTRACTOR shall provide initial and on-going training and staff development that includes,
- 26 but is not limited to, the following:
- 27 1. Orientation to the programs' goals and P&Ps;
- 28 2. Training on subjects as required by state regulations;
- 29 3. Orientation to the services section, as outlined in the Services Paragraph of this Exhibit A to
- 30 the Contract;
- 31 4. Recovery philosophy, Trauma Informed Care and individual empowerment;
- 32 5. Crisis intervention and de-escalation;
- 33 6. Substance use disorder and dependence;
- 34 7. Motivational interviewing;
- 35 8. Seclusion and Restraints;
- 36 9. Crisis Prevention and Crisis Intervention Training;
- 37 10. Documentation Training;

- 1 11. Assessment and Diagnosis;
- 2 12. LPS Involuntary Detention Policies; and
- 3 13. Community and Ancillary Resources.

4 S. PROGRAM DIRECTOR – The Program Director will have ultimate responsibility for the
5 program (s) and will ensure the following:

6 1. CONTRACTOR shall maintain adequate records on each individual seen in services, which
7 shall include all required forms and evaluations, on-going progress notes, and records of service
8 provided by various personnel in sufficient detail to permit an evaluation of services;

9 2. CONTRACTOR shall retain on staff, a Certified reviewer trained by ADMINISTRATOR's
10 AQIS Unit. This reviewer shall complete one hundred percent (100%) audit of individual charts
11 regarding clinical documentation, ensuring all charts are in compliance with medical necessity and
12 Medi-Cal/Medicare chart compliance. CONTRACTOR shall ensure that all chart documentation
13 complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all
14 chart documentation is completed within the appropriate timelines.

15 3. Provide clinical direction and training to staff on all clinical documentation;

16 4. Oversee all aspects of the clinical services of the Crisis Stabilization program(s);

17 5. Coordinate with clinicians, psychiatrists and/or nurses regarding individual treatment issues,
18 professional consultations, or medication evaluations; and

19 6. Facilitate on-going program development and provide or ensure appropriate and timely
20 supervision and guidance to staff regarding difficult cases and mental health emergencies.

21 T. PERFORMANCE OUTCOMES:

22 1. CONTRACTOR shall be required to achieve, track and report Performance Outcome
23 Objectives, on a quarterly basis as outlined below:

24 a. CONTRACTOR shall track total admissions and treatment rates.

25 b. CONTRACTOR shall track discharge rates. At least sixty percent (60%) of
26 individuals admitted shall be successfully stabilized and returned to the community.

27 c. CONTRACTOR shall track linkage rates for those individuals returning to the
28 community. At least seventy-five percent (75%) of individuals returned to the community shall
29 successfully link (keep appointment) to on-going mental health services within fourteen (14) calendar
30 days of discharge.

31 d. CONTRACTOR shall provide timely evaluations as measured by completing
32 ninety five percent (95%) of CSU admissions within one (1) hour of individual's arrival on a monthly
33 basis.

34 e. CONTRACTOR shall track the rate of readmission to any CSU within two (2)
35 calendar days of CONTRACTOR discharge and will remain below two percent (2%) of all admissions.

36 f. The rate of mobile Crisis Assessment Team (CAT) response within two (2)
37 calendar days of discharge will remain below five percent (5%) of all admissions.

1 U. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Quality
2 Improvement Paragraph of this Exhibit A to the Contract.

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EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CSU LLC DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT
JULY 1, 2024 THROUGH JUNE 30, 2026

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to 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 ePHI 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 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 ePHI and
24 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.

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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 employees,
7 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.

37 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to

1 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
2 B.2.a above.

3 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

37 //

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

3 a. Employee Training. All workforce members who assist in the performance of functions
4 or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI COUNTY
5 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
6 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.
19 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for
20 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
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 algorithm
8 which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises”
9 if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s
10 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 cannot
21 be patched due to operational reasons must have compensatory controls implemented to minimize risk,
22 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 identify
14 the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or
15 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such
16 PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must
17 be read only, and must be restricted to authorized users. If such PHI is stored in a database, database
18 logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after
19 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.

36 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
37 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises

1 of CONTRACTOR except with express written permission of COUNTY.

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

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

14 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

36 2) A description of the types of Unsecured PHI that were involved in the Breach (such
37 as whether full name, social security number, date of birth, home address, account number, diagnosis,

1 | disability code, or other types of information were involved);

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

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

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

8 | 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
9 | 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of
10 | COUNTY.

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

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

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

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

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

32 | G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

37 | a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,

1 for the proper management and administration of CONTRACTOR.

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

5 1) The Disclosure is required by law; or

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

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

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

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

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

20 H. PROHIBITED USES AND DISCLOSURES

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

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

30 I. OBLIGATIONS OF COUNTY

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

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

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

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

6 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
2 TO THE CONTRACT FOR PROVISION OF
3 CRISIS STABILIZATION SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CSU LLC DBA COLLEGE HOSPITAL CRISIS STABILIZATION UNIT
8 JULY 1, 2024 THROUGH JUNE 30, 2026
9
10

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

28 1) Complying with all of the data system security precautions listed in Subparagraph
29 E. of the Business Associate Contract, Exhibit B to the 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 Federal
32 Automated Information Systems, which sets forth guidelines for automated information systems in
33 Federal agencies.

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
36 CMPPA Agreement between the SSA and the CHHS and in the agreement 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
 8 effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
 9 its 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
 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 COUNTY.

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