

1 CONTRACT FOR PROVISION OF
2 PHYSICIAN SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND

6 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
7 SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE SCHOOL OF
8 MEDICINE, DEPARTMENT OF PSYCHIATRY
9 JULY 1, 2023 THROUGH JUNE 30, 2026

10
11 THIS CONTRACT entered into this 1st day of July 2023 (effective date), is by and between the
12 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and THE REGENTS
13 OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE
14 CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE SCHOOL OF MEDICINE,
15 DEPARTMENT OF PSYCHIATRY. This Contract shall be administered by the Director of the
16 COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).

17
18 **W I T N E S S E T H:**
19

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

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

24 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
25 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
Contents.....	2
Referenced Contract Provisions.....	4
I. Acronyms	5
II. Alteration of Terms	7
III. Compliance.....	7
IV. Confidentiality.....	11
V. Conflict of Interest.....	12
VI. Expenditure Report	12
VII. Delegation, Assignment and Subcontracts	12
VIII. Dispute Resolution	14
IX. Employee Eligibility Verification.....	15
X. Facilities, Payments and Services	15
XI. Indemnification and Insurance.....	16
XII. Inspections and Audits	20
XIII. Licenses and Laws.....	22
XIV. Literature, Advertisements and Social Media	23
XV. Amount Not to Exceed.....	24
XVI. Minimum Wage Laws.....	2424
XVII. Nondiscrimination.....	24
XVIII. Notices.....	26
XIX. Notification of Death.....	27
XX. Notification of Public Events and Meetings.....	28
XXI. Records Management and Maintenance.....	28
XXII. Research and Publication.....	30
XXIII. Revenue	30
XXIV. Severability.....	30
XXV. Special Provisions	30
XXVI. Status of Contractor.....	32
XXVII. Term	32
XXVIII. Termination	32
XXIX. Third Party Beneficiary	34
XXX. Waiver of Default or Breach	34
XXXI. The Regents	34
XXXII. Insurance To Be Maintained By County.....	35

TABLE OF CONTENTS

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

<u>PARAGRAPH</u>	<u>PAGE</u>
XXXIII. Signature Page	37
 <u>EXHIBIT A</u>	
I. Common Terms and Definitions	1
II. Issue Resolution	1010
III. Payments.....	10
IV. Reports.....	11
V. Services.....	11
 <u>EXHIBIT B</u>	
I. Business Associate Contract.....	1
 <u>EXHIBIT C</u>	
I. Personal Information Privacy and Security Contract	1

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REFERENCED CONTRACT PROVISIONS

CONTRACT TERM: July 1, 2023 through June 30, 2026
Period One means the period from July 1, 2023 through June 30, 2024
Period Two means the period from July 1, 2024 through June 30, 2025
Period Three means the period from July 1, 2025 through June 30, 2026

Amount Not To Exceed:

Period One Amount Not to Exceed:	\$ 605,000
Period Two Amount Not to Exceed:	\$ 605,000
Period Three Amount Not to Exceed:	<u>\$ 605,000</u>
TOTAL AMOUNT NOT TO EXCEED:	\$1,815,000

Basis for Reimbursement: Negotiated Rate Amount

Payment Method: Quarterly in Arrears

CONTRACTOR UEI Number: N/A

CONTRACTOR TAX ID Number: 95-4482087

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: UCI Health - Health Services Contracting
333 City Blvd West, Suite 550
Orange, CA 92868
Attn: Director of Contracting
Burtondm@hs.uci.edu
Randolph Siwabessy, Chief Financial Officer
rsiwabes@hs.uci.edu

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

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

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

10 **II. ALTERATION OF TERMS**

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

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

19 **III. COMPLIANCE**

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

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

26 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
27 compliance program, code of conduct and any compliance related policies and procedures.
28 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
29 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
30 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this
31 Contract. These elements include:

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

1 g. Methodology/Procedure for enforcing disciplinary standards.

2 3. If CONTRACTOR does not provide proof of its own compliance program to
3 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
4 Program and Code of Conduct. CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)
5 calendar days of execution of this Contract, a signed acknowledgement that CONTRACTOR shall
6 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
7 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
8 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR pursuant to this
36 Contract. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made
37 aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and

1 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
2 procedures if CONTRACTOR has elected to use its own).

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

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

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

9 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
10 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
11 Contract.

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

18 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
19 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
20 CONTRACTOR shall notify ADMINISTRATOR immediately upon becoming aware or reasonably
21 should have become aware that a Covered Individual providing services directly relative to this Contract
22 becomes debarred, excluded or otherwise becomes an Ineligible Person. This does not in any way limit
23 CONTRACTOR's responsibility to ensure Ineligible Persons do not participate in any activity associated
24 with this Contract and CONTRACTOR's liability related to the use of Ineligible Persons.

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

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

1 ADMINISTRATOR.

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

4 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
5 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
6 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
7 representative to 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. This includes compliance with federal and state healthcare program
21 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the
22 Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

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

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

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 CONTRACTOR and ADMINISTRATOR.

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

14 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
15 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
16 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
17 §1810.410.subds.(c)-(d).

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

24 25 **IV. CONFIDENTIALITY**

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

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

33 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
34 consents for the release of information from all persons served by CONTRACTOR pursuant to this
35 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part
36 2.6, relating to confidentiality of medical information.

37 3. In the event of a collaborative service contract between Mental Health services providers,

1 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
2 from the collaborative agency, for Clients receiving services through the collaborative contract.

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

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

15 16 **V. CONFLICT OF INTEREST**

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

25 26 **VI. EXPENDITURE REPORT**

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

31 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of
32 this Contract.

33 34 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

35 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
36 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
37 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to

1 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
2 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

37 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means

1 of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the
 2 requirements of this Contract as they relate to the service or activity under subcontract, include any
 3 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR
 4 prior to the beginning of service delivery.

5 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
 6 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
 7 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
 8 has required. ADMINISTRATOR also may disallow subcontractor expenses reported by
 9 CONTRACTOR.

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

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

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

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

27 **VIII. DISPUTE RESOLUTION**

28 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
 29 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
 30 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such time not to exceed thirty
 31 (30) calendar days after written notice of such dispute is given by one party to the other party, such
 32 matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

33 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
 34 decision regarding the resolution of any dispute between the Parties arising under, related to, or involving
 35 this Contract.

36 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 37 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand

1 a written statement signed by an authorized representative indicating that the demand is made in good
 2 faith, that the supporting data are accurate and complete, and that the amount requested accurately
 3 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

4 B. Any decision of COUNTY on the dispute shall be expressly identified as such, shall be in
 5 writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not
 6 issue its decision or agree to a negotiated resolution within ninety (90) calendar days after receipt of
 7 CONTRACTOR's demand, COUNTY's decision shall be deemed adverse to CONTRACTOR's
 8 contentions. COUNTY's decision is not binding on CONTRACTOR unless agreed to in writing by
 9 CONTRACTOR. If CONTRACTOR does not agree with COUNTY's decision on the dispute for any
 10 reason, CONTRACTOR may exercise any and all rights and remedies available to it by applicable law.

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

18 19 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

28 29 **X. FACILITIES, PAYMENTS AND SERVICES**

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

35 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
 36 administrative capabilities required to carry out its duties and responsibilities under this Contract and in
 37 accordance with all the applicable statutes and regulations pertaining to Short Doyle Providers.

1
2 **XI. INDEMNIFICATION AND INSURANCE**

3 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
4 which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed
5 officials, officers, employees, agents and those special districts and agencies for which COUNTY's
6 Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any
7 claims, demands, including defense costs, or liability of any kind or nature, including, but not limited to,
8 personal injury or property damage, arising from or related to the services, products or other performance
9 provided by CONTRACTOR pursuant to this Contract, but only in proportion to and to the extent such
10 claims, demands, including defense costs, or liability caused by or resulting from the negligent or
11 intentional acts or omissions of CONTRACTOR, its officers, employees, or agents. If judgment is
12 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
13 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
14 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
15 a jury apportionment.

16 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
17 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
18 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
19 damage, arising from or related to performance provided by COUNTY pursuant to this Contract, but only
20 in proportion to and to the extent such claims, demands, including defense costs, or liability caused by or
21 resulting from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or
22 agents. If judgment is entered against COUNTY and CONTRACTOR by a court of competent
23 jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
24 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither Party shall
25 request a jury apportionment.

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

35 D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
36 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
37 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for

1 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
2 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
3 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
4 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
5 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
6 representative(s) at any reasonable time.

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

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

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

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

21 F. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
22 Contract, COUNTY may terminate this Contract.

23 G. QUALIFIED INSURER

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

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

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

34 //
35 //
36 //
37 //

1	<u>Coverage</u>	<u>Minimum Limits</u>
2		
3	Commercial General Liability	\$5,000,000 per occurrence
4		\$5,000,000 aggregate
5		
6	Automobile Liability including coverage	\$1,000,000 per occurrence
7	for owned, non-owned and hired vehicles	
8		
9	Workers' Compensation	Statutory
10		
11	Employers' Liability Insurance	\$1,000,000 per occurrence
12		
13	Professional Liability Insurance	\$5,000,000 per claims made
14		\$5,000,000 aggregate
15		
16	Sexual Misconduct Liability	\$1,000,000 per occurrence
17	Network Security & Privacy Liability	\$1,000,000 per claims made
18		

19 I. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

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

24 J. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

16 N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are
17 "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following
18 the completion of the Contract.

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

21 P. Insurance certificates should be forwarded to the department address listed in the Referenced
22 Contract Provisions.

23 Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
24 calendar days of notification by COUNTY, COUNTY may terminate this Contract immediately, upon
25 written notice.

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

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

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

1 U. 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 **XII. 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,

30 unless prohibited by applicable law, (including HIPAA and other applicable privacy laws and

31 regulations), have access to any books, documents, and records, including but not limited to, financial

32 statements, general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR

33 that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or

34 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of

35 retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such

36 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this

37 Contract, and the premises in which they are provided.

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

3 a. Level and quality of care, including the necessity and appropriateness of the services
4 provided.

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

6 c. Compliance with COUNTY Client Grievance Procedures.

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

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

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

16 C. AUDIT RESPONSE

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

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

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

34 E. COUNTY shall provide CONTRACTOR with at least fifteen (15) days' written prior notice of
35 such inspection or evaluation; provided, however, that the State of California, or duly authorized
36 representative, which may include COUNTY, shall be required to provide at least seventy-two (72)
37 hours' notice for its onsite inspections and evaluations. Unannounced inspections, evaluations, or

1 requests for information may be made in those situations where arrangement of an appointment
2 beforehand is not possible or is inappropriate due to the nature of the inspection or evaluation.

3 4 **XIII. LICENSES AND LAWS**

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

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

- 16 1. ARRA of 2009.
- 17 2. Trafficking Victims Protection Act of 2000.
- 18 3. WIC, Division 5, Community Mental Health Services.
- 19 4. WIC, Division 6, Admissions and Judicial Commitments.
- 20 5. WIC, Division 7, Mental Institutions.
- 21 6. HSC, §§1250 et seq., Health Facilities.
- 22 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 23 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 24 9. CCR, Title 17, Public Health.
- 25 10. CCR, Title 22, Social Security.
- 26 11. CFR, Title 42, Public Health.
- 27 12. CFR, Title 45, Public Welfare.
- 28 13. USC Title 42. Public Health and Welfare.
- 29 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 30 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 31 16. 42 USC §1857, et seq., Clean Air Act.
- 32 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 33 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 34 19. Policies and procedures set forth in Mental Health Services Act.
- 35 20. Policies and procedures set forth in DHCS Letters.
- 36 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 37 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

- 1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 2 23. 42 CFR, Section 438, Managed Care Regulations
 3 24. Title 22, CCR, §51009, Confidentiality of Records.
 4 25. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
 5 26. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
 6 27. D/MC Billing Manual (March 23, 2010).
 7 28. Federal Medicare Cost reimbursement principles and cost reporting standards.
 8 29. State of California-Health and Human Services Agency, Department of Health Care
 9 Services, MHSD, Medi-Cal Billing Manual, October 2013.
 10 30. Orange County Medi-Cal Mental Health Managed Care Plan.
 11 31. HSC, §§11758.40 through 11758.47, Medi-Cal Drug Treatment Program.
 12 32. U.S. Food and Drug Administration Guidelines for Vivitrol (currently listed at
 13 <http://www.fda.gov/downloads/Drugs/DrugSafety/UMC206669.pdf>).
 14 33. US Department of Justice, Drug Enforcement Administration.
 15 34. 42 CFR, Public Health, Part 8 – Certification of Opioid Treatment Programs.
 16 35. 21 CFR Part 1308-Schedules of Controlled Substances.
 17 36. 21 CFR Parts 1300, 1301, 1304, et al. Disposal of Controlled Substances, Final Rule.
 18 37. AB 109 2011 Public Safety Realignment.

19 C. CONTRACTOR attests that all CONTRACTOR physicians providing services under this
 20 Contract are and will continue to be as long as this Contract remains in effect, the holders of currently
 21 valid licenses to practice medicine in the State of California and are members in good standing of the
 22 medical staff of CONTRACTOR's facility.

24 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

31 B. Both Parties agree that they will not use the name(s), symbols, trademarks or service marks,
 32 presently existing or later established, of the other Party nor its employees in any advertisement, press
 33 release or publicity with reference to this Contract without the prior written approval of the other Party's
 34 authorized official. Requests for approval shall be made to ADMINISTRATOR or to CONTRACTOR's
 35 signatory of this Contract. CONTRACTOR may represent itself as a contracted provider of the services
 36 described in this Contract for the residents of Orange County as provided in Subparagraph A. above.
 37 ADMINISTRATOR may include references to the services described in this Contract in informational

1 materials relating to the continuum of care provided using federal, state and county funds.

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

4
5 **XV. AMOUNT NOT TO EXCEED**

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

9
10 **XVI. MINIMUM WAGE LAWS**

11 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
12 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
13 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
14 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
15 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
16 providing services pursuant to this Contract be paid no less than the greater of the federal or California
17 Minimum Wage.

18 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
19 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
20 standards pursuant to providing services pursuant to this Contract.

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

25
26 **XVII. NONDISCRIMINATION**

27 **A. EMPLOYMENT**

28 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in
29 the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or
30 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
31 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
32 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
33 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
34 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
35 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
36 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
37 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

17 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
18 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
19 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
20 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
21 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
22 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
23 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
24 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
25 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
26 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
27 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
28 includes, but is not limited to the following based on one or more of the factors identified above:

29 1. Denying a Client or potential Client any service, benefit, or accommodation.

30 2. Providing any service or benefit to a Client which is different or is provided in a different
31 manner or at a different time from that provided to other Clients.

32 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
33 others receiving any service and/or benefit.

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

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

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

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

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

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

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

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

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

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

32 **XVIII. NOTICES**

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

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

1 a Party;

2 2. When faxed, transmission confirmed;

3 3. When sent by Email; or

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

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

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

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

16 17 **XIX. NOTIFICATION OF DEATH**

18 A. Upon becoming aware of the death of any person served pursuant to this Contract,
19 CONTRACTOR shall promptly notify ADMINISTRATOR.

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

23 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
24 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
25 served pursuant to this Contract; provided however, weekends and holidays shall not be included for
26 purposes of computing the time within which to give telephone notice and, notwithstanding the time
27 limit herein specified, notice need only be given during COUNTY's normal business hours.

28 2. WRITTEN NOTIFICATION

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

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

35 c. When notification via encrypted email is not possible or practical CONTRACTOR must
36 hand deliver or must fax said notification to a number approved by COUNTY and provided to
37 CONTRACTOR in writing.

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

6 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

14 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

32 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
33 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
34 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent
35 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state
36 regulations and/or COUNTY policies.
37

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

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

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

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

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

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

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

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

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

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

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

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

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

35 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
36 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
37 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or

1 regulation, and copy ADMINISTRATOR on such notifications.

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

5
6 **XXII. RESEARCH AND PUBLICATION**

7 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
8 or developed, as a result of this Contract for the purpose of personal or professional research, or for
9 publication, without the prior written consent of ADMINISTRATOR.

10
11 **XXIII. REVENUE**

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

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

23 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
24 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide
25 for the identification of delinquent accounts and methods for pursuing such accounts.

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

28
29 **XXIV. SEVERABILITY**

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

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37 **XXV. SPECIAL PROVISIONS**

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

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

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

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

XXVI. STATUS OF CONTRACTOR

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

XXVII. TERM

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

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

XXVIII. TERMINATION

A. Either Party may terminate this Contract without cause, upon ninety (90) calendar days' prior written notice to the other Party.

B. CONTRACTOR is responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within the timeframe specified in ADMINISTRATOR's notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated. COUNTY shall issue a CAP in writing and send to CONTRACTOR at the address listed in the Referenced Contract Provisions. The CAP shall allow CONTRACTOR not less than thirty (30) but not more than forty-five (45) calendar days from the date of receipt of the CAP to complete the CAP.

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

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

15 D. CONTINGENT FUNDING

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

26 E. In the event this Agreement is suspended or terminated prior to the completion of the term as

27 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its

28 sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the reduced

29 term of the Agreement.

30 F. In the event this Contract is terminated by either Party, after receiving a Notice of Termination,

31 CONTRACTOR shall do the following:

- 32 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
- 33 consistent with recognized standards of quality care and prudent business practice.
- 34 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 35 performance during the remaining contract term.
- 36 3. Until the date of termination, continue to provide the same level of service required by this
- 37 Contract.

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

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

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

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

10 F. The rights and remedies of a Party provided in this Termination Paragraph shall not be
11 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

12
13 **XXIX. THIRD PARTY BENEFICIARY**

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

16
17 **XXX. WAIVER OF DEFAULT OR BREACH**

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

22
23 **XXXI. THE REGENTS**

24 A. COUNTY acknowledges that the Regents of the University of California (“The Regents”) has
25 entered into this Contract solely on behalf of and with respect to The Regents Of The University Of
26 California, As Described In Article IX, Section 9 Of The California Constitution, On Behalf Of UC
27 Irvine School of Medicine, Department of Psychiatry, and not on behalf of or with respect to any other
28 division, business or operating unit, enterprise, facility, group, plan, or program that is or may be owned,
29 controlled, governed, or operated by, or affiliated with, The Regents, including, without limitation, any
30 other university, campus, health system, medical center, hospital, clinic, medical group, physician, or
31 health or medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the foregoing,
32 COUNTY further acknowledges and agrees that, notwithstanding any other provision contained in this
33 Contract:

34 1. All obligations of The Regents under this Contract shall be limited to The Regents as and
35 when acting solely on behalf of or with respect to UC Irvine School of Medicine, Department of
36 Psychiatry, and shall in no way obligate, be binding on or restrict the business or operating activities of
37 any of the Excluded UC Affiliates;

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

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

XXXII. INSURANCE TO BE MAINTAINED BY COUNTY

A. COUNTY shall, at its sole cost and expense, insure its activities in connection with this Contract and obtain, keep in force, and maintain policies of insurance or programs of self-insurance with the minimum limits and coverage as set forth below, and such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of COUNTY and CONTRACTOR against other insurable risks relating to performance:

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

B. COUNTY shall furnish CONTRACTOR with Certificates of Insurance or other evidence of compliance with the above requirements upon request. COUNTY shall notify CONTRACTOR in writing

1 within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium
 2 and provide a copy of the cancellation notice to CONTRACTOR. Failure to provide written notice of
 3 cancellation shall constitute a breach of COUNTY's obligation hereunder and ground for
 4 CONTRACTOR to terminate this Contract.

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

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

7  BY: Randolph Siwabessy DATED: 4/6/2023
8
9

10 TITLE: Chief Financial Officer

11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY

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

27
28  BY: Brittany McLean DATED: 4/7/2023
29
30 DEPUTY

31
32 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of
33 the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant
34 Secretary, the Chief Financial Officer or any Assistant Treasurer. If the Contract is signed by one (1)
35 authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors
36 has empowered said authorized individual to act on its behalf by his or her signature alone is required by
37 ADMINISTRATOR.

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EXHIBIT A
TO CONTRACT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE SCHOOL
OF MEDICINE, DEPARTMENT OF PSYCHIATRY
JULY 1, 2023 THROUGH JUNE 30, 2026

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

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

1 present.

2 T. Full-Service Partnership (FSP)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 AD. Mental Health Services means interventions designed to provide the maximum reduction of
 37 mental disability and restoration or maintenance of functioning consistent with the requirements for

1 learning, development and enhanced self-sufficiency. Services shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 vocational and educational needs. The position is also responsible for administrative and clinical
2 documentation as well as participating in trainings and team meetings. The PSC shall be active in
3 supporting and implementing the program's philosophy and its individualized, strength-based,
4 culturally/linguistically competent and Client-centered approach.

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

7 AO. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
8 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
9 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section
10 575.2. The waiver may not exceed five (5) years.

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

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

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

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

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

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

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

36 AW. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
37 one percent (1%) of all "high-risk" Medi-Cal Clients to monitor and evaluate the quality and

1 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
 2 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
 3 clinical care of the cases.

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

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

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

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

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

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

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

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

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

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

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

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

3
4 **II. ISSUE RESOLUTION**

5 For resolution of issues between CONTRACTOR and COUNTY with respect to the implementation
6 and operation of the Contract or COUNTY’s policies and procedures (P&Ps) regarding services
7 described herein, the following sequential steps shall apply:

8 A. CONTRACTOR shall routinely utilize all informal communication processes and methods with
9 ADMINISTRATOR, including but not limited to, telephone contact, electronic mail (e-mail), FAX,
10 written correspondence, and meetings, to resolve any issues or problems regarding the implementation
11 and operation of the Contract or COUNTY’s P&Ps regarding services described herein.

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

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

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

22 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Issue
23 Resolution Paragraph of this Exhibit A to the Contract.

24
25 **III. PAYMENTS**

26 A. COUNTY agrees to pay Physician stipends, throughout the term of the Contract as specified in
27 the Services Paragraph of this Exhibit A to the Contract. COUNTY shall pay CONTRACTOR the
28 amount of \$110,000 quarterly in arrears per 1.0 FTE, upon receipt of a properly completed invoice,
29 provided, however, that the total of such payments shall not exceed The Amount Not To Exceed for
30 each period as stated in the Referenced Contract Provisions.

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

36 //

37 C. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source

1 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
2 canceled checks, receipts, receiving records, and records of services provided.

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

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

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

10 **IV. REPORTS**

11
12 A. CONTRACTOR shall maintain records and make statistical reports as required by
13 ADMINISTRATOR and the Department of Health Care Services (DHCS) on forms provided by either
14 agency.

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

19 C. CONTRACTOR shall maintain records and reports concerning the education of Trainees, and
20 of Trainee's time spent in the activities referred to in the Contract, as may be required by
21 CONTRACTOR, ACGME, and/or compliance with the regulations, guidelines, and policies of third
22 party payors.

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

25 **V. SERVICES**

26
27 A. FACILITIES - CONTRACTOR shall provide highly specialized medical, psychiatric and
28 medication assisted treatment services at clinic locations, Community Mental Health Programs and
29 Substance Use Disorder Clinics specified by COUNTY.

30 B. SERVICES

31 1. Adult and Older Adult (AOA) Psychiatry Residents

32 a. CONTRACTOR shall provide one (1) to four (4) FTEs of Psychiatry Residents per year
33 to serve adult Clients of mental health services who are living with serious mental illnesses, or serve
34 adult Clients of substance use services who would benefit from medication assisted treatment (MAT)
35 and enrolled as Clients in ADMINISTRATOR'S AOA Outpatient clinics. Each FTE will provide one
36 hundred (100) DSH to Clients per month.

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

1 c. One (1) to four (4) FTEs shall be divided among four (4) to nine (9) Trainees'; and located in
2 the Outpatient clinics. It is expected that minimum services to be provided by one (1) Trainee at a clinic
3 would be one (1) day per week.

4 d. ADMINISTRATOR shall provide one (1) hour of clinical supervision per week, at
5 ADMINISTRATOR's facility, for each PGY- 4 providing services under the Contract.

6 2. Children Youth Services (CYS) Child Fellows

7 a. CONTRACTOR shall provide up to one and one half (1.5) FTEs of PGY-5 or above
8 Child Fellows per year to serve Clients of mental health services who are enrolled as Clients in
9 ADMINISTRATOR'S CYS programs. Each one (1.0) FTE will provide one hundred (100) DSH to
10 Clients per month.

11 b. One (1) unit of direct service equals one (1) hour of PGY-5 or above Child Fellow time.

12 c. The one and one half (1.5) FTEs shall be divided among two (2) to four (4) PGY-5 or
13 above Child Fellows.

14 d. ADMINISTRATOR shall provide one (1) hour of clinical supervision per week, at
15 ADMINISTRATOR'S facility, for each PGY-5 or above Child Fellow providing services under the
16 Contract.

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

- 19 1) Examination and diagnoses of Clients;
- 20 2) Order and administration of treatment for Clients;
- 21 3) Prevention services.

22 f. PGY-5 or above Child Fellow shall demonstrate competence and develop knowledge in
23 the care of Clients treated within a community mental health environment.

24 C. CONTRACTOR shall make its best efforts to provide services pursuant to the Contract in a
25 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
26 shall maintain documentation of such efforts which may include, but not be limited to: records of
27 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&P; copies of
28 literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
29 enhance accessibility for, and sensitivity to, persons who are physically challenged.

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

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

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

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

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

12 I. During the period in which Trainee is assigned to provide services at COUNTY facilities, as
13 specified under the Contract, the Trainee shall be under the direction and control of the
14 CONTRACTOR. Commencing on the date of execution of the Contract, and pursuant to the Services
15 Paragraph of this Exhibit A to the Contract, CONTRACTOR shall assign Trainee for rotation at
16 COUNTY's facilities as described in the Services Paragraph of this Exhibit A to the Contract.

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

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

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

25 M. CONTRACTOR shall require assigned Trainees to:

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

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

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

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

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

4 P. COUNTY shall conduct formal quality assurance programs and review Client complications
5 and deaths as follows:

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

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

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

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

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

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

21 U. With respect to any professional services performed by Trainees under the Contract, COUNTY
22 agrees to inform CONTRACTOR as follows:

23 1. Immediately upon initiation of an investigation of a Trainee or CONTRACTOR faculty
24 member or upon the occurrence of a substantive untoward event involving a Trainee or CONTRACTOR
25 faculty member.

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

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

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

33 V. CONTRACTOR shall cooperate and assist in investigating facts which may serve as a basis for
34 taking any disciplinary or academic action against a Trainee or CONTRACTOR faculty member.
35 CONTRACTOR may, but need not, consult with COUNTY concerning any proposed disciplinary
36 action. COUNTY agrees to abide by CONTRACTOR's recommended disciplinary action against
37 Trainee(s) or CONTRACTOR faculty member. Notwithstanding the foregoing, COUNTY shall have

1 the right, for good cause and after consultation with CONTRACTOR, to prohibit further attendance, by
2 Trainee, at COUNTY facilities where services are performed under this Contract; provided, however,
3 that COUNTY will not take any action against Trainee in an arbitrary or capricious manner. Upon such
4 termination, CONTRACTOR will use its best efforts to replace the terminated Trainee with another
5 Trainee as soon as possible.

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

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

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

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1 EXHIBIT B
 2 TO CONTRACT FOR PROVISION OF
 3 PHYSICIAN SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND

7 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
 8 SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE SCHOOL OF
 9 MEDICINE, DEPARTMENT OF PSYCHIATRY
 10 JULY 1, 2023 THROUGH JUNE 30, 2026

11
 12 **I. BUSINESS ASSOCIATE CONTRACT**

13 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
34 and to make information related to such Disclosures available as would be required for COUNTY to
35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
36 45 CFR § 164.528.

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

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

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

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

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

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

36 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
37 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

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

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

7 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

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

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

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

15 e. Antivirus software. 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 installed and actively use comprehensive anti-virus software
18 solution with automatic updates scheduled at least daily.

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

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

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

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

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

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

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

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

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

35 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
36 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
37 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a

1 comprehensive intrusion detection and prevention solution.

2 3. Audit Controls

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

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

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

16 4. Business Continuity/Disaster Recovery Control

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

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

29 5. Paper Document Controls

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

36 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is

1 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

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

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

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

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

20 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

30 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
31 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
32 notification within 24 hours of the oral notification.

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

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

36 b. Any other information that COUNTY is required to include in the notification to
37 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or

1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
2 set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

14 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
15 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
16 COUNTY.

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

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I. OBLIGATIONS OF COUNTY

1 COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of
2 privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect
3 CONTRACTOR's Use or Disclosure of PHI.
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5 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission
6 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect
7 CONTRACTOR's Use or Disclosure of PHI.

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

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

J. BUSINESS ASSOCIATE TERMINATION

13
14 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the
15 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

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

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

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

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1 EXHIBIT C
 2 TO CONTRACT FOR PROVISION OF
 3 PHYSICIAN SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND

7 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
 8 SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UC IRVINE SCHOOL OF
 9 MEDICINE, DEPARTMENT OF PSYCHIATRY
 10 JULY 1, 2023 THROUGH JUNE 30, 2026

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

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

15 A. DEFINITIONS

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

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

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

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

25 5. "IEA" shall mean the Information Exchange Contract currently in effect between the SSA
 26 and DHCS.

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

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

34 8. "PI" shall have the meaning given to such term in California Civil Code § 1798.3(a).

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

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

10 B. TERMS OF CONTRACT

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

15 2. Responsibilities of CONTRACTOR

16 CONTRACTOR agrees:

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

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

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

32 1) Complying with all of the data system security precautions listed in subparagraph E
 33 of the Business Associate Contract, Exhibit B to the Contract; and

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

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

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

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

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

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

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

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

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