

**AMENDMENT No. 1~~2~~to MASTER AGREEMENT FOR PROVISION OF
ADULT MENTAL HEALTH INPATIENT SERVICES**

BETWEEN
COUNTY OF ORANGE
AND
«PROVIDER_NAME»
JULY 1, 2018 THROUGH JUNE 30, 202~~2~~3

THIS AGREEMENT”) to Master Agreement No. MA-042-19010140 for Adult Mental Health Inpatient Services is made and entered into on July 1, ~~2021~~2022 (“Effective Date”) between PROVIDER NAME (“Contractor”), with a place of business at PROVIDER ADDRESS, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

WITNESSETH:

WHEREAS, the Parties executed Master Agreement No. MA-042-19010140 (“Contract”) with various providers for Adult Mental Health Inpatient Services, effective July 1, 2018 through June 30, 2021, in an aggregate amount not to exceed \$ 8,357,619, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract to modify specific terms and conditions in the Contract and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an aggregate amount not to exceed \$2,521,552, for a revised cumulative total aggregate amount not to exceed \$10,879,171; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend the Referenced Contract Provisions and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of one (1) year, effective July 1, 2022 through June 30, 2023, in an aggregate amount not to exceed \$2,521,552 for this renewal term, for a revised cumulative total aggregate amount not to exceed \$13,400,723; on the amended terms and conditions.

~~WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend Paragraphs II-XXVIII; and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.~~

~~NOW THEREFORE, Contractor and County agree to amend the Contract as follows:~~

~~1. The Contract is renewed for a term of one (1) year, effective July 1, 2021 through June 30, 2022,~~

~~in the aggregate amount not to exceed \$2,521,552 for this renewal term, for a revised cumulative total aggregate amount not to exceed \$10,879,171, renewable for one additional one-year term; on the amended terms and conditions.~~

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«LC_NAME»

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2018 through June 30, ~~2022~~23

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

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

Period Four means the period of July 1, 2021 through June 30, 2022

Period Five means the period of July 1, 2022 through June 30, 2023

Aggregate Amount not to Exceed:

| | | |
|------------------------------------|--|---|
| Period One | Maximum Obligation: <u>Amount Not To Exceed</u> | \$ 2,785,873 |
| Period Two | Maximum Obligation: <u>Amount Not To Exceed</u> | 2,785,873 |
| Period Three | Maximum Obligation: <u>Amount Not To Exceed</u> | 2,785,873 |
| Period Four | Maximum Obligation: <u>Amount Not To Exceed</u> | 2,521,552 |
| Period Five means | <u>Amount Not to Exceed</u> | 2,521,552 |
| TOTAL AMOUNT NOT TO EXCEED: | | \$10,879,171 <u>\$13,400,723</u> |

Basis for Reimbursement: Fee-for-Service**Payment Method:** Monthly in Arrears**CONTRACTOR DUNS Number:** «DUNS»**CONTRACTOR TAX ID Number:** «TAX_ID»**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «CONTACT»
«LC_NAME»
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT_EMAIL»

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EXHIBIT A

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«LC_NAME»

I. ACRONYMS

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

| | | |
|-----|-------|--|
| A. | ABC | Allied Behavioral Care |
| B. | ARRA | American Recovery and Reinvestment Act |
| C. | AMHI | Adult Mental Health Inpatient |
| D. | CCC | California Civil Code |
| E. | CCR | California Code of Regulations |
| F. | CT | COMPUTERIZED TOMOGRAPHY SCAN TESTING |
| G. | CEO | County Executive Office |
| H. | CFR | Code of Federal Regulations |
| I. | CHPP | COUNTY HIPAA Policies and Procedures |
| J. | COI | Certificate of Insurance |
| K. | DHCS | Department of Health Care Services |
| L. | DRS | Designated Record Set |
| M. | DSM | Diagnostic and Statistical Manual |
| N. | ECT | Electro-Compulsive Therapy |
| O. | ETS | Evaluation and Treatment Services |
| P. | GAAP | Generally Accepted Accounting Principles |
| Q. | HCA | Health Care Agency |
| R. | HIPAA | Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 |
| S. | HSC | California Health and Safety Code |
| T. | ISO | Insurance Services Office |
| U. | LTC | Long-Term Care |
| V. | ITP | Individual treatment plan |
| W. | MHP | Mental Health Plan |
| X. | NPI | National Provider Identifier |
| Y. | NPP | Notice of Privacy Practices |
| Z. | MSI | Medical Services Initiative |
| AA. | OMB | Office of Management and Budget |
| AB. | OPM | Federal Office of Personnel Management |
| AC. | PC | State of California Penal Code |
| AD. | PHI | Protected Health Information |

| | | |
|---|-----------|---|
| 1 | AE. PII | Personally Identifiable Information |
| 2 | AF. PRA | Public Record Act |
| 3 | AG. SIR | Self-Insured Retention |
| 4 | AH. SNF | Skilled Nursing Facility |
| 5 | AI. TAR | Treatment Authorization Request |
| 6 | AJ. UMDAP | Uniform Method for Determining Ability to Pay |
| 7 | AK. UOS | Unit of Service |
| 8 | AL. WIC | State of California Welfare and Institutions Code |

I. ALTERATION OF TERMS

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

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

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

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

- 34 a. Designation of a Compliance Officer and/or compliance staff.

- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

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

1 CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
2 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
3 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
4 §1810.410.subds. (c)- (d)).

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

11
12 **IV. CONFIDENTIALITY**

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

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

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

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

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

28
29 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

1 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
2 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement,
3 the new owners shall be required under the terms of sale or other instruments of transfer to assume
4 CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
5 satisfaction of COUNTY. CONTRACTOR may not

6 assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

40 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
41 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
42 subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR
43 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

8 CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to
9 name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to
10 notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a
11 party to litigation that may reasonably affect CONTRACTOR's performance under the Agreement, as
12 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to
13 or during the period of Agreement performance. While CONTRACTOR will be required to provide this
14 information without prompting from COUNTY any time there is a change in CONTRACTOR's name,
15 conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its
16 status in these areas whenever requested by COUNTY.

17
18 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

28 **VIII. EXPENDITURE AND REVENUE REPORT**

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

33 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
34 throughout the term of this Agreement.

35 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

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

7 **V. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY **INDEMNIFICATION AND INSURANCE** for the full term of this Agreement, COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

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

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

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

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|---|
| Commercial General Liability | \$5,000,000 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 |
| Professional Liability Insurance | \$5,000,000 per claims made \$5,000,000 per occurrence |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

Insurance certificates should be forwarded to the address as specified in the Referenced Contract Provisions of this Agreement.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, COUNTY may immediately terminate this Agreement without penalty.

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or

1 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
adequately protect COUNTY.

2
3 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
4 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
5 all legal remedies including the right to immediately terminate this Agreement without penalty.

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

8 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

23 **VI. INSPECTIONS AND AUDITS**

24 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of
25 the State of California, the Secretary of the United States Department of Health and Human Services,
the Comptroller General of the United States, or any other of their authorized representatives, shall to

1 the extent permissible under applicable law have access to any books, documents, and records, including
2 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
3 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding
4 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
5 transcripts during the periods of retention set forth in the Records Management and Maintenance
6 Paragraph of this

7 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services
8 provided pursuant to this Agreement, and the premises in which they are provided.

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

11 a. Level and quality of care, including the necessity and appropriateness of the services
12 provided.

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

14 c. Compliance with COUNTY Client Grievance Procedures.

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

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

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

24 C. AUDIT RESPONSE

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

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

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

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

3 **VII. LICENSES AND LAWS**

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

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

- 15 1. ARRA of 2009.
- 16 2. Trafficking Victims Protection Act of 2000.
- 17 3. WIC, Division 5, Community Mental Health Services.
- 18 4. WIC, Division 6, Admissions and Judicial Commitments.
- 19 5. WIC, Division 7, Mental Institutions.
- 20 6. HSC, §§1250 et seq., Health Facilities.
- 21 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 22 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 23 9. CCR, Title 17, Public Health.
- 24 10. CCR, Title 22, Social Security.
- 25 11. CFR, Title 42, Public Health.
- 26 12. CFR, Title 45, Public Welfare.
- 27 13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.

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

2 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3 23. 42 CFR, Section 438, Managed Care

4 **VIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

20 **XIV. MAXIMUM OBLIGATION**

21 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
22 agreements for Adult Mental Health Inpatient Services is as specified in the Referenced Contract
23 Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several
24 agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the
25 Parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum
26 Obligation.

27 **IX. MINIMUM WAGE LAWS**

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to
this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its

1 contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR
2 also pay their employees no less than the greater of the federal or California Minimum Wage.

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

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

10 **X. NONDISCRIMINATION**

11 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as

1 implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
with succeeding legislation.

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

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

8 **XI. NOTICES**

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

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

12 2. When faxed, transmission confirmed;

13 3. When sent by Email; or

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

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

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

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

21 **XII. NOTIFICATION OF DEATH**

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

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

26 1. TELEPHONE NOTIFICATION

23 of 11

EXHIBIT A

27 FY 2018-2020X:\BH K Mgmt\BH Vendor Folder(s)\Adult\INPATIENT\Inpatient MH\MAAMH01 - Adult
Inpatient Srvcs (AMHI)\FY 2022-23\MA 042-19010140_Adult Mental Health Inpatient_Amendment No. 2
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1 CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the
2 death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be
3 given during normal business hours.

4 2. WRITTEN NOTIFICATION

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

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

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

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

17 **XIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

25 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
rendered, and such additional information as ADMINISTRATOR or DHCS may require CONTRACTOR
shall maintain books, records, documents, accounting procedures and practices, and other evidence
sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred
in the performance of this Agreement and in accordance with Medicare principles of reimbursement and
GAAP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIVXI. RESEARCH AND PUBLICATION

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

XVI. REVENUE

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

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

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

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

XVII. SEVERABILITY

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

XVII. SPECIAL PROVISIONS

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

- 3 1. Making cash payments to intended recipients of services through this Agreement.
- 4 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and
5 reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of
6 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 Schedule
18 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 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
23 shall not use the funds provided by means of this Agreement for the following purposes:

- 24 1. Funding travel or training (excluding mileage or parking).
- 25 2. Making phone calls outside of the local area unless documented to be directly for the
26 purpose of Client care.
- 27 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 28 4. Purchase of artwork or other items that are for decorative purposes and do not directly
29 contribute to the quality of services to be provided pursuant to this Agreement

30 **XVIII. STATUS OF CONTRACTOR**

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

1 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be
2 considered in any manner to be COUNTY's employees.

3 **XIXI. TERM**

4 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
5 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference
6 Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement
7 shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise
8 sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to perform such
9 duties as would normally extend beyond this term, including but not limited to, obligations with respect to
10 confidentiality, indemnification, audits, reporting and accounting.

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

13 **XX. TERMINATION**

14 A. Either party may terminate this Agreement without cause, upon ninety (90)-calendar days written
15 notice given the other party. CONTRACTOR shall be responsible for meeting all programmatic and
16 administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR
17 shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
18 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
19 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until
20 CAP is resolved and/or the Agreement could be terminated.

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

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

37 **C. CONTINGENT FUNDING**

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

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

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

4 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
5 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding,
CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

3 «PROVIDER_NAME»
4

5
6 BY: _____ DATED: _____
7

8 TITLE: _____
9

10
11 BY: _____ DATED: _____
12

13 TITLE: _____
14

15 COUNTY OF ORANGE

16 BY: _____ DATED: _____
17

18 HEALTH CARE AGENCY

19 **APPROVED AS TO FORM**

20 OFFICE OF THE COUNTY COUNSEL
21 ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

22 DEPUTY

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

EXHIBIT A

TO AGREEMENT FOR PROVISION OF
ADULT MENTAL HEALTH INPATIENT SERVICES
BETWEEN

COUNTY OF ORANGE

AND

«PROVIDER_NAME»

JULY 1, 2018 THROUGH JUNE 30, 2022

I. COMMON TERMS AND DEFINITIONS

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

A. Acute Day means those days authorized by ADMINISTRATOR's designated Utilization Management Unit when the client meets medical necessity criteria set forth in Title 9 of the California Code of Regulations (CCR), section 1820.205.

B. Administrative Day means those days authorized by ADMINISTRATOR's designated Utilization Management Unit when the client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute licensed residential treatment facility in a reasonable geographic area.

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

D. Additional Income Source means Additional Income Source and refers to all income other than SSI and includes such sources of income as retirement income, disability income, trust fund income, SSI, Veteran's Affairs disability income, etc.

E. AMHI Services means Adult Mental Health Inpatient and, for payment purposes, refers to all services required by this Agreement except Computerized Tomography Scan Testing Services and Medical Services.

F. ASO means Administrative Services Organization and refers to administrative and mental health services components that include maintenance of a contract provider network including credentialing and contracting, adjudication of provider claims for outpatient and inpatient specialty mental health services, and the operation of a 24-hour telephone access and authorization line.

G. Client Day means one (1) calendar day during which CONTRACTOR provides all of the services described hereunder, including the day of admission and excluding the day of discharge. If admission and discharge occur on the same day, one (1) client day shall be charged.

H. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who is dealing with a chronic mental illness.

I. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that

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

J. Diagnosis means the definition of the nature of the client's disorder. When formulating the diagnosis of client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and/or ICD published by the American Psychiatric Association.

K. DSM means Diagnostic and Statistical Manual of Mental Disorders and refers to the publication by the American Psychiatric Association that is used as a guide in the diagnosis of mental disorders.

L. ECT means Electro Convulsive Therapy and refers to a psychiatric treatment in which seizures are electrically induced in anesthetized patients for therapeutic effect.

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

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

O. Health Care Services refers to any preventive, diagnostic, treatment, or support services, including professional services, which may be medically necessary to protect life, prevent significant disability, and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.

P. HIPAA means Health Insurance Portability and Accountability Act and refers to the federal law that establishes standards for the privacy and security of health information, as well as standards for electronic data interchange of health information. HIPAA law has two main goals, as its name implies: making health insurance more portable when persons change employers, and making the health care system more accountable for costs-trying especially to reduce waste and fraud.

Q. Hospital Based Ancillary Services means services which include but are not limited to ECT and MRI. Other ancillary services include: the use of facilities; laboratory, medical and social services furnished by CONTRACTOR including drugs such as take-home drugs, biologicals, supplies, appliances and equipment; nursing, pharmacy and dietary services; and supportive and administrative services required to provide Psychiatric Inpatient Hospital Services. Ancillary services do not include physician or psychologist services that are separately billed to DHCS.

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

S. ITP means Individualized Treatment Plan for each client. All psychiatric, psychological, and social services must be compatible with the ITP.

T. Lanterman-Petris-Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) means the Act that went into effect July 1, 1972 in California. The Act in effect ended all hospital commitments by

1 the judiciary system, except in the case of criminal sentencing (e.g. convicted sexual offenders) and those
 2 who were "gravely disabled" defined as unable to obtain food, clothing, or shelter. It expanded the
 3 evaluative power of psychiatrists and created provisions and criteria for involuntary detentions. The Act
 4 provides guidelines for handling involuntary civil commitment to a mental health institution in the State of
 5 California.

6 U. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
 7 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
 8 services to individuals they serve. The license must be current and in force, and not suspended or
 9 revoked.

10 V. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the
 11 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
 12 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
 13 individuals they serve. The license must be current and in force, and not suspended or revoked.

14 W. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
 15 the provisions of Chapter 13 and 16 of the California Business and Professions Code, who can provide
 16 clinical service to individuals they serve. The license must be current and in force, and not suspended
 17 or revoked.

18 X. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
 19 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
 20 services to individuals they serve. The license must be current and in force, and not suspended or
 21 revoked.

22 Y. Licensed Psychologist means an individual who meets the minimum professional and
 23 licensure requirements set forth in CCR, Title 9, Section 624; they are a licensed individual, pursuant to
 24 the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical
 25 services to individuals they serve. The license must be current and in force and not suspended or revoked.

26 Z. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions
 27 of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
 28 individuals they serve. The license must be current and in force, and not suspended or revoked.

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

32 AB. Long Term Care (LTC) refers to the County department that reviews referrals for placement
 33 in county-contracted long term care facilities.

34 AC. Medi-Cal means the State of California's implementation of the federal Medicaid health
 35 care program which pays for a variety of medical services for children and adults who meet eligibility
 36 criteria.

37 AD. Medical Necessity means the requirements as defined in the MHP Medical Necessity for
 38 Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria and
 39 intervention related criteria. Meeting medical necessity for acute psychiatric inpatient hospital services
 40 includes having an included DSM/ICD diagnosis; the client cannot be safely treated at a lower level of
 41 care; and the client requires psychiatric inpatient hospital services, as a result of a mental disorder, due
 42 to symptoms or behaviors that represent a current danger to self or others, or significant property
 43 destruction; and/or prevent the client from providing for, or utilizing, food, clothing, shelter; and/or present

1 a severe risk to the client’s physical health; and/or represent a recent, significant deterioration in ability to function.

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

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

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

10 c. Rehabilitation Service means an activity which includes assistance in improving,
11 maintaining, or restoring a client’s or group of clients’ functional skills, daily living skills, social and leisure
12 skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication
13 education.

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

15 AF. MHSA means Mental Health Services Act and refers to the voter-approved initiative to
16 develop a comprehensive approach to providing community-based mental health services and supports
17 for California residents. It is also known as “Proposition 63.”

17 AG. Milestones of Recovery Scale (MORS) refers to a Recovery scale that COUNTY uses in
18 Adult Mental Health programs. The scale assigns Consumers to their appropriate level of care and
19 replaces diagnostic and acuity of illness-based tools.

18 AH. Outreach means linking individuals to appropriate Mental Health Services within the
19 community. Outreach activities will include educating the community about the services offered and
20 requirements for participation in the various mental health programs within the community. Such activities
21 will result in CONTRACTOR developing its own Referral sources for programs being offered within the
22 community.

21 AI. Peer Recovery Specialist/Counselor means an individual in a paid position who has been
22 through the same or similar Recovery process as those being assisted to attain their Recovery goals in
23 the CSU. A peer Recovery Specialist practice is informed by personal experience.

23 AJ. UOS means units of service and refers to one (1) calendar day during which
24 CONTRACTOR provides all of the Mental Health Inpatient Services described hereunder, with the day
25 beginning at twelve o’clock midnight. The number of billable UOS shall include the day of admission and
26 exclude the day of discharge unless admission and discharge occur on the same day.

25 AK. Psychiatric Inpatient Hospital Services means services, including ancillary services,

1 provided in an acute care hospital for the care and treatment of an acute episode of mental disorder.

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

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

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

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

12 AP. Referral means effectively linking individuals to other services within the community and
documenting follow-up provided within five (5) business days to assure that individuals have made contact
with the referred service(s).

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

17 AR. Seriously Emotionally Disturbed (SED) children or adolescent minors means individuals
under the age of eighteen (18) years who have a behavioral health disorder, as identified in the most
recent edition of the DSM and/or the ICD 10, other than a primary substance use disorder or
developmental disorder, which results in behavior inappropriate to the individual's age according to
expected developmental norms. W&I 5600.3.

19 AS. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health
disorder that is severe in degree and persistent in duration, which may cause behavioral functioning that
interferes substantially with the primary activities of daily living, and which may result in an inability to
maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for
a long or indefinite period of time. W&I 5600.3.

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

24 AU. Token means the security device which allows an individual user to access COUNTY's
computer-based IRIS.

1 AV. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for
 2 determining an individual's annual liability for Mental Health Services received from COUNTY's mental
 3 health system and is set by the State of California.

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

6 AX. NPI means National Provider Identification and refers to the standard unique health
 7 identifier that was adopted by the Secretary of Health and Human Services (HHS) under Health Insurance
 8 Portability and Accountability Act (HIPAA) for health care providers.

9 AY. NPP means Notice of Privacy Practices and refers to the document that notifies individuals
 10 of uses and disclosures of Protected Health Information (PHI) that may be made by or on behalf of the
 11 health plan or health care provided as set forth in HIPAA.

12 AZ. Serious Medical Conditions means medical conditions that require urgent health care
 13 services. Such conditions include preventive, diagnostic, treatment, or supportive services, including
 14 professional services, that are medically necessary to protect life, present significant disability, and/or
 15 treat diseases, illnesses, or injuries in order to prevent serious deterioration of health.

16 BA. Skilled Nursing Facility (SNF) means a facility that provides twenty-four (24) hour/day
 17 skilled nursing care and supervision.

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

20 **II. ISSUE RESOLUTION**

21 For resolution of issues between CONTRACTOR and ADMINISTRATOR with respect to the
 22 implementation and operation of this Agreement or COUNTY's policies and procedures regarding services
 23 described herein, the following sequential steps shall apply:

24 A. CONTRACTOR shall routinely utilize all informal communication processes and methods
 25 with ADMINISTRATOR program and administrative staff including, but not limited to, telephone contact,
 26 electronic mail (e-mail), FAX, written correspondence and meetings, to resolve any issues or problems
 27 regarding the implementation and operation of this Agreement or COUNTY's policies and procedures
 28 regarding services described herein.

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

34 C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written
 35 Statement describing the facts of the issue, within thirty (30) calendar days after the written notice
 36 described above to ADMINISTRATOR's Director of Behavioral Health Care for final resolution.

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

39 E. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the
 40 Issue Resolution Paragraph of this Exhibit A to the Agreement.

III. PATIENT'S RIGHTS

A. CONTRACTOR shall post the current California Department of Health Care Services Patients' Rights poster as well as the Orange County HCA Mental Health Plan Complaint and Grievance poster in all County threshold languages in locations readily available to Clients and staff and have complaint forms and complaint envelopes readily accessible to Clients.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have complaint resolution and grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily understood steps designed to resolve disputes as quickly and simply as possible.

2. CONTRACTOR's complaint resolution and grievance processes shall incorporate COUNTY's grievance, patients' rights, and utilization management guidelines and procedures.

C. Complaint Resolution and Grievance Process – ADMINISTRATOR shall implement complaint and grievance procedures that shall include the following components:

1. Complaint Resolution. This process will specifically address and attempt to resolve Client complaints and concerns at CONTRACTOR's facility. Examples of such complaints may include dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant.

2. Formal Grievance. When the Client's complaint is not resolved at CONTRACTOR's facility and the Client or Client representative requests it, the complaint becomes a formal grievance. The request is made to County Adult and Older Adult Behavioral Health Inpatient Services and represents the first step in the formal grievance process.

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

D. The Parties agree that Clients have recourse to initiate a complaint to CONTRACTOR, appeal to the County Patients' Rights Office, file a formal grievance, and file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the complaint or grievance, and attempt to resolve the matter

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

F. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the Patient's Rights Paragraph of this Exhibit A to the Agreement.

IV. PAYMENTS

A. AMHI Services - COUNTY shall pay CONTRACTOR, at the following rates; provided, however, the total of all payments to CONTRACTOR and all other contract providers of AMHI Services shall not exceed COUNTY's Aggregate Amount Not To Exceed for Period One, Period Two, Period Three, Period Four and Period Five as specified in the Referenced Contract Provisions of the Agreement.

1. CONTRACTOR shall bill ADMINISTRATOR at the rate of \$### per bed day.

2. Rates are inclusive of all psychiatric inpatient hospital services and shall constitute payment in full for these services.

B. Physician/Psychologist Services – COUNTY shall include reimbursement for physician and psychologist services in COUNTY’s reimbursement to hospital providers in the daily rate payment to Hospitals. Hospital providers shall bill on behalf of the physician and/or psychologist providing services to COUNTY clients and Hospital providers shall be responsible for ensuring that this reimbursement is provided to the physician and/or psychologist.

C. COUNTY will pay for ambulance or medical van transportation to and from designated mental health or health facilities for COUNTY clients receiving services in accordance with COUNTY’s Medical Transportation contract.

D. CONCURRENT REVIEW

1. CONTRACTOR shall comply with Concurrent Review Policies and Procedures per DHCS Information Notice 19-026, and any future letters from DHCS outlining updates to this process, including:

a. CONTRACTOR shall notify ADMINISTRATOR’s Third-Party contractor for Concurrent Review and Authorization of services within twenty-four (24) hours of Client admission.

b. CONTRACTOR shall participate in ongoing concurrent reviews and discharge review with ADMINISTRATOR’s third-party contractor for all ongoing authorization of treatment based upon medical necessity criteria, for the entire duration of the client’s admission.

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

1. Upon receipt of a correctly completed billing form and all required supporting documentation, ADMINISTRATOR shall:

a. Approve the claim if medical necessity criteria are present for the requested reimbursement period.

b. Deny the claim if medical necessity criteria are not present for the requested reimbursement period.

2. CONTRACTOR may appeal ADMINISTRATOR’s decision by sending a cover letter with an explanation of CONTRACTOR’s disagreement to ADMINISTRATOR within ninety (90) calendar days of receiving the claim.

3. ADMINISTRATOR shall submit to CONTRACTOR a written summary of the review and rationale for each decision within sixty (60) calendar days of receiving the letter of appeal. The decision of ADMINISTRATOR shall be final.

4. In the event that the appeal is overturned, ADMINISTRATOR shall coordinate with CONTRACTOR regarding the submission of an adjusted invoice.

F. CONTRACTOR shall make a good faith effort to bill and collect to the full extent of coverage those claims covered by all known third-party, primary, or other insurance or third party-payors (including

1 client fees) for hospital services provided.

2 G. CONTRACTOR shall submit a copy of the Medi-Cal Eligibility Response Report along with AMHI Treatment Authorization Request (TAR) submission.

3 H. CONTRACTOR shall provide MediCal confirmation notice that an application for MediCal benefits was submitted for all admissions of 7 days or longer.

4 I. CONTRACTOR shall document and include with AMHI TAR submission, efforts made by CONTRACTOR to follow-up and obtain MediCal benefits application status prior to discharge. If CONTRACTOR, during the term of the Agreement, identifies and receives reimbursement from a third party, primary or other insurance claim for services reimbursed through this or any prior Contract, CONTRACTOR shall, within thirty (30) calendar days of receipt, reimburse COUNTY an amount equal to the payment for the services paid by COUNTY to CONTRACTOR or the third party, primary or other insurance claim payment, whichever is less.

8 J. If any reimbursement due COUNTY is not paid by CONTRACTOR in accordance with Subparagraph F. above, ADMINISTRATOR shall reduce CONTRACTOR's payment by an amount not to exceed the amount to be reimbursed.

10 K. Following notification from ADMINISTRATOR that any client served under this Agreement has become eligible for Medi-Cal, CONTRACTOR agrees to submit retroactive Medi-Cal TARs to ADMINISTRATOR for review. Further, CONTRACTOR agrees to submit hospital claims to the State of California medical billing services, and upon receipt of payment, shall remit payment to COUNTY within sixty (60) calendar days for the total amount previously paid for bed day stay less payment made for professional services during the Medi-Cal eligibility period.

13 L. When Health Care Services are provided to any COUNTY client who does not have medical insurance coverage, hospital providers may submit a claim to COUNTY's Medical Safety Net (MSN) program. MSN provides for services that are medically necessary to protect life, prevent significant disability, or prevent the serious deterioration of health. The Medical Safety Net Program does not provide comprehensive health coverage, primary, or preventive care. Claims may be submitted under the following scenarios:

17 1. The AMHI client must be currently eligible for MSN and the service may have to be prior approved by the MSN Authorizations Department.

18 2. If clinically appropriate, the AMHI client must be transferred to an acute medical bed should the client need treatment related to a medical service that is covered under the scope of the MSN program.

20 3. If the AMHI client needs ancillary services related to a medical condition while housed in the psychiatric unit, MSN may cover the service.

21 M. For all services outlined above wherein CONTRACTOR has exhausted available funding sources and remains in whole or in part unfunded, CONTRACTOR may not invoice ADMINISTRATOR for said services.

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

24 O. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract.

25 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

1 Payments Paragraph of this Exhibit A to the Agreement.

2 **V. REPORTS**

3 A. CONTRACTOR shall maintain records and make statistical reports as required by
4 ADMINISTRATOR on forms provided by agency.

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

9 C. CONTRACTOR shall provide ADMINISTRATOR a monthly report with the following
10 outcome objectives tracked for COUNTY clients, outlined in the Program Outcomes Section of this Exhibit
11 A.

12 D. ADMINISTRATOR may request additional reports of CONTRACTOR in order to determine
13 the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature
14 of information requested and may allow up to thirty (30) calendar days for CONTRACTOR to respond.

15 E. UNUSUAL or ADVERSE INCIDENT REPORTING

16 1. CONTRACTOR shall advise ADMINISTRATOR of any special incidents,
17 conditions, or issue that materially or adversely affect the quality or accessibility of services provided by,
18 or under contract with, COUNTY.

19 2. CONTRACTOR shall document all adverse incidents affecting the physical and/or
20 emotional welfare of the individuals seen, including, but not limited to, serious physical harm to self or
21 others, serious destruction of property, developments, etc., and which may raise liability issues with
22 COUNTY.

23 3. CONTRACTOIR shall notify COUNTY within twenty-four (24) hours of any such
24 serious adverse incident.

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

27 **VI. SERVICES**

28 A. FACILITY – CONTRACTOR shall provide within a LPS designated, licensed, locked acute
29 unit, AMHI Services at the following location:

30 «DX FAC1_NAME»

31 «DX FAC1_STREET»

32 «DX FAC1_CITY STATE ZIP»

33 B. CLIENTS SERVED - CONTRACTOR shall provide acute psychiatric inpatient services to
34 Orange County residents who are experiencing a psychiatric crisis requiring immediate stabilization that
35 cannot be safely treated at a lower level of care. These individuals may also be experiencing co-occurring

1 medical and or substance use issues impacting their psychiatric stability. Adult Mental Health Inpatient Services (AMHI) are provided 24 hours a day, 7 days a week.

2 1. CONTRACTOR will prioritize admission of clients referred by ADMINISTRATOR
3 who meet ADMINISTRATOR's criteria for medical necessity for acute inpatient hospital services and who
4 also meet the admission criteria approved by Department of Health Care Services (DHCS) and the
5 guidelines under Title 9, Chapter 11, Section 1820.205.

6 2. CONTRACTOR shall not refuse admissions of clients if they meet all the admission
7 criteria identified above.

8 3. Clients may be deemed dangerous to themselves and/or others, gravely disabled
9 and require this highly restrictive level of care to ensure the safety of themselves and/or others.

10 4. Referrals from County and County-Contracted Crisis Stabilization Units will be
11 prioritized for admission.

12 C. SERVICES TO BE PROVIDED:

13 1. CONTRACTOR will provide psychiatric inpatient hospital services in accordance
14 with Welfare and Institutions Code (WIC), Sections 5774, et seq. and 14680, et seq.

15 2. CONTRACTOR services will be recovery oriented and trauma informed. Clients will
16 be treated with the highest level of dignity and respect at all times and inpatient staff will engage clients
17 with non-coercion, focusing on assisting clients in reaching psychiatric stabilization sufficient to be
18 discharged or transferred to a lower level of care.

19 3. CONTRACTOR shall provide acute psychiatric inpatient hospital services, which
20 include but are not limited to physician services, psychologist services, and transportation services, in
21 accordance with WIC, Sections 5774, et seq. and 14680, et seq.

22 4. CONTRACTOR shall provide services that include but are not limited to psychiatric,
23 ancillary, testimony, medical, specialized services, and additional services required of general acute care
24 hospitals.

25 5. CONTRACTOR's services shall be designed to engage seriously mentally ill adults
26 and/or seriously emotionally disturbed youth, including those who are dually diagnosed, in a partnership
27 to achieve the individual's wellness and recovery goals. CONTRACTOR shall provide services in
collaboration with COUNTY's Director of Behavioral Health, or designee.

D. PSYCHIATRIC SERVICES - CONTRACTOR shall provide psychiatric treatment and
support services in accordance with all applicable laws and regulations to all COUNTY clients, including
but not limited to:

1. Psychiatric evaluation, within twenty-four (24) hours of admission, by a licensed
psychiatrist which shall include a psychiatric history, diagnosis, and evaluation in accordance with the
current version of the DSM/ICD.

2. On-Call psychiatric coverage twenty-four (24) hours per day, seven (7) days per
week.

3. Assessment and re-assessment for voluntary and involuntary treatment.

4. Ongoing psychiatric re-evaluation and daily rounds by psychiatrists; Daily face to
face and documented progress notes by psychiatrists on all COUNTY clients.

5. Psycho-social assessment completed within forty-eight (48) hours of admission.

1 6. Psychometrics upon admission to gather clinical baseline and inform treatment decision-making and evidence-based practices.

2 7. Medical history and physical examination of each COUNTY client within twenty-four (24) hours of admission.

3 8. Laboratory and diagnostic services as indicated throughout admission; this includes urine drug screens as applicable within the first twenty-four (24) hours of admission to assess underlying causes of the current crisis.

4 9. Initial Individualized Treatment Plan (ITP) for each COUNTY client developed with the interdisciplinary team and client, and completed with signatures of the treatment team and the client (or explanation of the inability to obtain client signature) within seventy-two (72) hours of admission.

5 10. Medication Services, including ongoing psychiatric medication evaluation and monitoring.

6 11. Nursing, Psychological, Therapeutic, and Social Services compatible with ITPs.

7 12. Treatment for co-occurring substance use disorders based on either harm-reduction or abstinence-based models to wellness and recovery.

8 13. Individual, group and collateral therapies which includes provision or supervision of family therapy sessions as indicated for youth; including but not limited to:

9 a. Appropriate one-on-one COUNTY client-to-staff counseling as appropriate to the diagnosis and ITP, or at least once per week, whichever is more frequent.

10 b. Documentation of COUNTY client's attendance/participation in collateral therapy including schedule of therapies, attendance log, and medical record progress notes.

11 14. Activities therapy.

12 15. Crisis Intervention.

13 16. Education, including psychoeducational support, to COUNTY client and family/support network.

14 17. Transportation Services.

15 18. Services will involve families, significant others, or natural support systems throughout the duration of the treatment episode.

16 19. Testimony Services.

17 20. Collaboration with Peer Mentors, as available, to provide direct support, education, and advocacy, as well as resource and linkage assistance to clients.

18 21. Weekly Interdisciplinary Treatment Team meetings for each COUNTY client.

19 E. DISCHARGE PLANNING - CONTRACTOR shall provide discharge planning that includes but is not limited to continuing care planning and referral services. COUNTY shall provide such assistance, as COUNTY deems necessary, to assist providers' Social Services staff to initiate, develop and finalize discharge planning and necessary follow-up services. Discharge planning and coordination of care services include, but are not limited to:

20 1. Coordination with current outpatient providers for continuity of treatment during clients' admissions;

1 2. Referral and linkage to aftercare providers for continued treatment to address the
 2 individual's whole health, including primary care linkage, peer support, substance use treatment and HCA
 3 outpatient mental health and recovery services providers;

4 F. For COUNTY clients who are being referred at discharge to a licensed SNF or Board and
 5 Care, CONTRACTOR shall document in the medical record at least four (4) SNF or Board and Care
 6 contacts daily, Monday through Friday, until the client is either discharged or no longer requires SNF level
 7 of care.

8 G. For COUNTY clients waiting for long term care placement, CONTRACTOR shall document
 9 in the medical record contact with COUNTY's Long Term Care Unit at least once every seven (7) days
 10 until the client is either discharged or no longer requires long-term care. If CONTRACTOR fails to
 11 document contact with ADMINISTRATOR within a seven (7) day period, CONTRACTOR will be ineligible
 12 for Administrative Day reimbursement until the next contact with ADMINISTRATOR.

13 H. CONTRACTOR may continue to request extensions for treatment and authorization of
 14 services through the Concurrent Review process and will comply with providing updates and clinical
 15 justification for ongoing treatment as requested by ADMINISTRATOR or Third Party contractor acting on
 16 behalf of the Mental Health Plan.

17 I. If ADMINSTRATOR does not approve CONTRACTOR's request for continued
 18 authorization of treatment, CONTRACTOR shall be responsible for effecting the appropriate transfer
 19 and/or discharge of COUNTY client. In any case, if CONTRACTOR elects to provide inpatient treatment
 20 without the express authorization of ADMINISTRATOR, CONTRACTOR shall assume responsibility for
 21 the cost of such treatment.

22 J. Primary criteria for continued treatment within the acute inpatient setting shall include, but
 23 not be limited to, the medical necessity of hospitalization within a secure acute medical setting as reflected
 24 within the medical record. COUNTY's Director of Behavioral Health Services or designee may determine
 25 a COUNTY client no longer meets this primary criteria and request that CONTRACTOR discharge
 26 COUNTY client to a facility appropriate for COUNTY client's treatment requirements.

27 K. CONTRACTOR shall arrange a specific date and time for an aftercare appointment for any
 28 client referred at discharge to a COUNTY or County-contracted outpatient mental health or substance use
 29 clinic within twenty-four (24) hours of discharge. Referrals, Linkages and coordination of care efforts must
 30 be documented in the Client's medical record. CONTRACTOR shall fax, or send by secured electronic
 31 means, to COUNTY outpatient clinic at the time of discharge, the hospital's aftercare plan, the initial
 32 psychiatric evaluation, history and physical examination report, recent lab studies, medication list, and
 33 any medical consults.

34 L. COUNTY clients shall be discharged with seven (7) days of medications. This includes
 35 psychiatric medications and other medications needed to treat concurrent medical conditions.

36 M. ANCILLARY SERVICES - CONTRACTOR shall provide all ancillary services necessary
 37 for the evaluation and treatment of psychiatric conditions. Services shall be recovery-based, non-coercive,
 38 and must focus on assisting clients to become more independent and self-sufficient. Services shall include
 39 but not be limited to the following:

40 1. Group Therapy

41 2. Activities therapy and other adjunctive therapy

42 3. Initial laboratory services consistent with CONTRACTOR's usual and customary
 43 hospital admitting protocol, including Urine Drug Screen.

1 4. Additional laboratory and diagnostic services when necessary for the initiation and monitoring of psychiatric medication treatments.

2 5. Pharmaceutical services.

3 6. A conflict resolution process may be initiated by either party to the Agreement in the event of a disagreement between CONTRACTOR and ADMINISTRATOR regarding the appropriateness of proposed laboratory and/or diagnostic services. ADMINISTRATOR's designated psychiatrist will review said proposed services and render a decision that will be binding on both parties.

5 N. CONTRACTOR shall provide, or cause to be provided, expert witness testimony by appropriate mental health professionals in all legal proceedings required for the institutionalization, admission, or treatment of COUNTY clients. These services shall include, but not be limited to, Writs of Habeas Corpus, Reize Capacity Hearings, conservatorship, Probable Cause Hearings, Court-ordered evaluation, and appeal and post-certification proceedings.

8 1. COUNTY will represent CONTRACTOR, at COUNTY's sole cost and expense, in all legal proceedings required for conservatorship. CONTRACTOR shall cooperate with COUNTY in all such proceedings.

10 2. COUNTY will provide Hearing Officers for Probable Cause Hearings for COUNTY clients only.

11 O. MEDICAL SERVICES

12 1. CONTRACTOR shall provide or cause to be provided all health care services deemed appropriate according to usual and customary hospital practices without regard for payer status. This includes physician or other professional services required by COUNTY clients and escort of such COUNTY clients to and from medical treatment. A conflict resolution process may be initiated by either party to the Agreement in the event of a disagreement regarding the appropriateness of rendering urgent health care services. ADMINISTRATOR's designated psychiatrist will review proposed medical services and render a decision that will be binding on both parties.

16 2. COMPUTERIZED TOMOGRAPHY (CT) – CONTRACTOR may, as part of the diagnosis and evaluation of a COUNTY client's psychiatric condition, authorize necessary CT scanning. CONTRACTOR shall receive approval of ADMINISTRATOR before such testing and document this approval in the client's medical record.

18 P. ADDITIONAL SERVICES - CONTRACTOR shall provide those services required of general acute care hospitals which shall at a minimum include, but not be limited to, the following:

20 1. Direct Services – including a therapeutic milieu, room and dietetic services, nursing services, including drug administration and client care, and a client activity program including OT/RT services.

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

23 3. CONTRACTOR shall promote recovery via individual and/or group sessions. Topics may include, but not be limited to: building a wellness toolbox or resource list, symptom monitoring, triggers and early warning signs of symptoms, identifying a crisis plan, WRAP, etc.

25 4. CONTRACTOR shall provide all necessary substance use disorder treatment services for individuals who are living with a co-occurring substance use disorder problem in addition to

1 their behavioral health issues as appropriate.

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

3 6. Services are to be provided in an environment which is compatible with and
supportive of a recovery model. Services shall be delivered in the spirit of recovery and resiliency,
tailored to the unique strengths of each individual. The focus will be on personal responsibility for mental
disorder management and independence, which fosters empowerment, hope, and an expectation of
recovery from mental health issues. Recovery oriented language and principles shall be evident and
incorporated in CONTRACTOR's policies, program design and space, and practice.

6 7. CONTRACTOR shall sustain a culture that supports and employs Peer Recovery
Specialist/Counselors in providing supportive socialization for individuals that will assist in their recovery,
self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be encouraged to
share their stories of recovery as much as possible to infiltrate the milieu with the notion that recovery is
possible.

9 8. Support Services – including housekeeping, laundry, maintenance, medical
records, and drug order processing services.

10 9. In-Service Training – Provide formalized in-service training to staff that focuses on
subjects that increase their expertise in mental health services and ability to manage and serve clients.

12 10. Program Description – CONTRACTOR shall maintain an ADMINISTRATOR
approved written description of the inpatient psychiatric program, which shall include goals, objectives,
philosophy, and activities which reflect the active involvement of nursing personnel in all aspects of the
inpatient therapeutic milieu.

14 Q. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement
in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
shall be in compliance with the current Joint Commission requirements related to the provision of culturally
and linguistically appropriate health care. If CONTRACTOR is not accredited by the Joint Commission,
CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
records of participation in COUNTY sponsored or other applicable training, recruitment and hiring policies
and procedures, copies of literature in multiple languages and formats, as appropriate, and descriptions
of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

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

21 S. QUALITY IMPROVEMENT

22 1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, the
overall goal of which is the maintenance of high-quality client care and effective utilization of services
offered. This plan shall include utilization review, peer review, and medication monitoring as mandated
by the DCHS. CONTRACTOR shall adhere to the standards set forth in Title 9 of the CCR.

24 2. CONTRACTOR shall allow ADMINISTRATOR to take part in Utilization Review and
Quality Assurance activities if such attendance will not waive any privilege granted by law.

25 3. ADMINISTRATOR may conduct periodic treatment reviews at any time during the course

1 of a COUNTY client's hospitalization.

2 4. CONTRACTOR shall cooperate with ADMINISTRATOR in meeting quality improvement
3 and utilization review requirements. Quality improvement and utilization reviews shall include, but not be
4 limited to, performance outcome studies and Client satisfaction surveys. CONTRACTOR shall cooperate
5 with concurrent review and managed care procedures related to treatment authorization, including the
6 provision of working space for ADMINISTRATOR to conduct visits with COUNTY Clients, interview staff,
7 and perform chart reviews.

8 T. MEETINGS – CONTRACTOR shall attend meetings as requested by COUNTY, including
9 but not limited to:

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

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

16 U. PERFORMANCE OBJECTIVES:

17 1. CONTRACTOR shall perform outcome studies, on-site reviews, and written reports
18 to be made available to ADMINISTRATOR upon request.

19 2. Ninety-five (95) percent of all COUNTY Clients discharged to the community will be
20 scheduled a follow-up outpatient services appointment to occur within twenty-four (24) hours of discharge.

21 3. CONTRACTOR shall track and report to ADMINISTRATOR for COUNTY clients:
22 a. A minimum of 95 percent of clients discharged to the community scheduled
23 a follow-up outpatient services appointment within twenty-four (24) hours of discharge.

24 b. No more than 1.6 % of clients require seclusion and restraint incidents;

25 c. Track number of admissions per month for adult and older adult

26 populations;

27 d. Track admission referral sources, i.e. number of clients admitted from each
28 of the Crisis Stabilization Units (CSUs), Emergency Departments, Orange County Jail, or Long-Term Care
29 Facilities, etc.

30 e. Track length of stay (LOS) per month

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

33 **VII. STAFFING**

34 A. CONTRACTOR shall provide clinical staffing as required by CCR, Title 9, Section 663. This
35 includes:

36 1. Administrative Director who qualifies under Title 9, CCR, Section 620(d), 623, 624,
37 625, or 627;

1 2. Clinical Program Director who qualifies under Title 9, CCR, Section 623, 624, 625,
626, or 627;

2 3. Psychiatric Medical Director who qualifies under Title 9, CCR, Section 623 who
shall assume medical responsibility as defined in Title 9, CCR, Section 522

3 B. CONTRACTOR shall provide professional, allied, and supportive paramedical personnel
to provide all necessary and appropriate Psychiatric Inpatient Hospital services.

4 C. CONTRACTOR shall provide administrative and clerical staff to support the above
mentioned staffing and the services provided pursuant to the Agreement, including Treatment
Authorization Request (TAR) processing, and Concurrent Review processes ensuring notification of client
admission within 24 hours of admission to the County Administrative Services Organization (ASO), as
well as ongoing review and authorization of inpatient psychiatric services;

5 D. NPI – All HIPAA covered healthcare providers, individuals and organizations must obtain
an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals
for life.

6 E. NPP – CONTRACTOR shall provide, upon request, the NPP for COUNTY, as MHP, to any
individual who received services under the Agreement.

7 F. CONTRACTOR shall provide staff which reflect the cultural and linguistic makeup of the
population served.

8 G. CONTRACTOR shall maintain personnel files for each staff person, including management
and other administrative positions, both direct and indirect to the Agreement, which shall include, but not
be limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan
results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate
and evaluations justifying pay increases.

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

10 I. CONTRACTOR shall ensure that a bilingual professional or qualified interpreter is fluent in
English and in the primary language spoken by the client. The bilingual professional or qualified interpreter
must have the ability to accurately speak, read and interpret the client's primary language. CONTRACTOR
shall ensure that, when needed, a qualified interpreter is available who can accurately provide sign
language services. The bilingual professional or qualified interpreter must have the ability to translate
mental health terminology necessary to convey information such as symptoms or instructions to the client.
CONTRACTOR shall ensure that the bilingual person and/or the qualified interpreter, completes
appropriate courses that cover terms and concepts associated with mental health issues, psychotropic
medications, and cultural beliefs and practices which may influence the client's mental health condition, if
they have not been not been trained in the provision of mental health services.

11 J. CONTRACTOR shall ensure that all staff is trained and is knowledgeable in treatment
issues reflecting the diversity of the Medi-Cal population. CONTRACTOR shall develop and maintain in-
service staff training programs which will train staff to respect and respond with sensitivity to the language

1 and cultural experiences of the clients. CONTRACTOR staff shall participate in cultural competency
2 and/or awareness training on an annual basis. Training shall be designed to help staff understand cultural
3 diversity and may include but not be limited to such topics such as: mental health care that is unique to
4 the client including awareness; sensitivity to the client’s cultural and spiritual beliefs, and the role of the
5 family in diverse cultures and ethnic groups. Additionally, training components shall include:

6 1. Background information for identifying and treating mental health disorders and
7 related health conditions not commonly found in the dominant client population;

8 2. Utilization of non-psychiatrically trained interpreters in taking client histories and
9 assisting with communication relating to mental health treatment; and

10 3. Strategies for utilizing the belief patterns and family support systems of clients to
11 promote adherence to the course of treatment and assuming responsibility for preventive mental health
12 behaviors.

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

15 **I. COMMON TERMS AND DEFINITIONS**

16 ~~— The parties agree to the following terms and definitions, and to those terms and definitions which for~~
17 ~~convenience are set forth elsewhere in the Agreement.~~

18 ~~— A. AMHI Services means Adult Mental Health Inpatient and, for payment purposes, refers to all~~
19 ~~services required by this Agreement except Computerized Tomography Scan Testing Services and~~
20 ~~Medical Services.~~

21 ~~— B. UOS means units of service and refers to one (1) calendar day during which the CONTRACTOR~~
22 ~~provides all of the Mental Health Inpatient Services described hereunder, with the day beginning at twelve~~
23 ~~o’clock midnight. The number of billable UOS shall include the day of admission and exclude the day of~~
24 ~~discharge unless admission and discharge occur on the same day.~~

25 ~~— C. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided in~~
26 ~~an acute care hospital for the care and treatment of an acute episode of mental illness.~~

27 ~~— D. CSU means Crisis Stabilization Unit and refers to the programs which focus on the stabilization~~
28 ~~and treatment services provided to persons who are in psychiatric crisis.~~

29 ~~— E. NPI means National Provider Identification and refers to the standard unique health identifier that~~
30 ~~was adopted by the Secretary of Health and Human Services (HHS) under Health Insurance Portability~~
31 ~~and Accountability Act (HIPAA) for health care providers.~~

32 ~~— F. NPP means Notice of Privacy Practices and refers to the document that notifies individuals of~~
33 ~~uses and disclosures of Protected Health Information (PHI) that may be made by or on behalf of the health~~
34 ~~plan or health care provided as set forth in HIPAA.~~

35 ~~— G. PHI means Protected Health Information and refers to individually identifiable health information~~
36 ~~usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for~~

~~an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity, and relates to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual.~~

~~H. Health Care Services refers to any preventive, diagnostic, treatment, or support services, including professional services, which may be medically necessary to protect life, prevent significant disability, and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.~~

~~I. HIPAA means Health Insurance Portability and Accountability Act that provides national standards to protect the privacy of PHI.~~

~~J. Serious medical conditions that require urgent health care services are defined as any preventive, diagnostic, treatment, or supportive services, including professional services, which may be medically necessary to protect life, present significant disability, and/or treat diseases, illnesses, or injuries in order to prevent serious deterioration of health.~~

~~K. SNF means Skilled Nursing Facility and refers to a facility that provides twenty four (24) hour/day skilled nursing care and supervision.~~

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

II. ISSUE RESOLUTION

~~For resolution of issues between CONTRACTOR and ADMINISTRATOR with respect to the implementation and operation of this Agreement or COUNTY's policies and procedures regarding services described herein, the following sequential steps shall apply:~~

~~A. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR program and administrative staff including, but not limited to, telephone contact, electronic mail (e-mail), FAX, written correspondence and meetings, to resolve any issues or problems regarding the implementation and operation of this Agreement or COUNTY's policies and procedures regarding services described herein.~~

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

~~C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above to ADMINISTRATOR's Director of Behavioral Health Care for final resolution.~~

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

~~E. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the Issue Resolution Paragraph of this Exhibit A to the Agreement.~~

III. PATIENT'S RIGHTS

~~A. CONTRACTOR shall post the current California Department of Health Care Services Patients' Rights poster as well as the Orange County HCA Mental Health Plan Complaint and Grievance poster in all County threshold languages in locations readily available to Clients and staff and have complaint forms and complaint envelopes readily accessible to Clients.~~

~~B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have complaint resolution and grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.~~

~~1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily understood steps designed to resolve disputes as quickly and simply as possible.~~

~~2. CONTRACTOR's complaint resolution and grievance processes shall incorporate COUNTY's grievance, patients' rights, and utilization management guidelines and procedures.~~

~~C. Complaint Resolution and Grievance Process ADMINISTRATOR shall implement complaint and grievance procedures that shall include the following components:~~

~~1. Complaint Resolution. This process will specifically address and attempt to resolve Client complaints and concerns at CONTRACTOR's facility. Examples of such complaints may include dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant.~~

~~2. Formal Grievance. When the Client's complaint is not resolved at CONTRACTOR's facility and the Client or Client representative requests it, the complaint becomes a formal grievance. The request is made to County Adult and Older Adult Behavioral Health Inpatient Services and represents the first step in the formal grievance process.~~

~~3. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.~~

~~D. The parties agree that Clients have recourse to initiate a complaint to CONTRACTOR, appeal to the County Patients' Rights Office, file a formal grievance, and file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the complaint or grievance, and~~

1 attempt to resolve the matter

2 ~~— E. No provision of this Agreement shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.~~

3 ~~— F. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the~~
4 ~~Patient's Rights Paragraph of this Exhibit A to the Agreement.~~

5 **IV. PAYMENTS**

6 ~~— A. AMHI Services COUNTY shall pay CONTRACTOR, at the following rates; provided, however,~~
7 ~~the total of all payments to CONTRACTOR and all other contract providers of AMHI Services shall not~~
8 ~~exceed COUNTY's Aggregate Maximum Obligation for Period One, Period Two, and Period Three and~~
9 ~~Period Four as specified in the Referenced Contract Provisions of the Agreement.~~

10 ~~— 1. CONTRACTOR shall bill ADMINISTRATOR at the rate of \$### per bed day.~~

11 ~~— 2. Rates are inclusive of all psychiatric inpatient hospital services and shall constitute payment~~
12 ~~in full for these services.~~

13 ~~— B. Physician/Psychologist Services COUNTY shall include reimbursement for physician and~~
14 ~~psychologist services in COUNTY's reimbursement to hospital providers in the daily rate payment to~~
15 ~~Hospitals. Hospital providers shall bill on behalf of the physician and/or psychologist providing services~~
16 ~~to COUNTY clients and Hospital providers shall be responsible for ensuring that this reimbursement is~~
17 ~~provided to the physician and/or psychologist.~~

18 ~~— C. COUNTY will pay for ambulance or medical van transportation to and from designated mental~~
19 ~~health or health facilities for COUNTY clients receiving services in accordance with the COUNTY's~~
20 ~~Medical Transportation contract.~~

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

26 ~~— 1. Upon receipt of a correctly completed billing form and all required supporting documentation,~~
27 ~~ADMINISTRATOR shall:~~

~~— a. Approve the claim if medical necessity criteria are present for the requested~~
reimbursement period.

~~— b. Deny the claim if medical necessity criteria are not present for the requested~~
reimbursement period.

~~— 2. CONTRACTOR may appeal ADMINISTRATOR's decision by sending a cover letter with an~~
explanation of CONTRACTOR's disagreement to ADMINISTRATOR within ninety (90) calendar days of
receiving the claim.

~~— 3. ADMINISTRATOR shall submit to CONTRACTOR a written summary of the review and~~
rationale for each decision within sixty (60) calendar days of receiving the letter of appeal. The decision
of ADMINISTRATOR shall be final.

~~4. In the event that the appeal is overturned, ADMINISTRATOR shall coordinate with CONTRACTOR regarding the submission of an adjusted invoice.~~

~~E. CONTRACTOR shall make a good faith effort to bill and collect to the full extent of coverage those claims covered by all known third party, primary, or other insurance or third party payers (including client fees) for hospital services provided.~~

~~F. CONTRACTOR shall submit a copy of the Medi-Cal Eligibility Response Report along with AMHI TAR submission.~~

~~G. CONTRACTOR shall provide MediCal confirmation notice that an application for MediCal benefits was submitted for all admissions of 7 days or longer.~~

~~H. CONTRACTOR shall document and include with AMHI TAR submission, efforts made by CONTRACTOR to follow-up and obtain MediCal benefits application status prior to discharge.~~

~~I. If CONTRACTOR, during the term of the Agreement, identifies and receives reimbursement from a third party, primary or other insurance claim for services reimbursed through this or any prior Agreement, CONTRACTOR shall, within thirty (30) days of receipt, reimburse COUNTY an amount equal to the payment for the services paid by COUNTY to CONTRACTOR or the third party, primary or other insurance claim payment, whichever is less.~~

~~J. If any reimbursement due COUNTY is not paid by CONTRACTOR in accordance with Subparagraph I. above, ADMINISTRATOR shall reduce CONTRACTOR's payment by an amount not to exceed the amount to be reimbursed.~~

~~K. Following notification from ADMINISTRATOR that any client served under this Agreement has become eligible for Medi-Cal, CONTRACTOR agrees to submit retroactive Medi-Cal TARs to ADMINISTRATOR for review. Further, CONTRACTOR agrees to submit hospital claims to the State of California medical billing services, and upon receipt of payment, shall remit payment to COUNTY within sixty (60) days for the total amount previously paid for bed day stay less payment made for professional services during the Medi-Cal eligibility period.~~

~~L. When Health Care Services are provided to any COUNTY client who does not have medical insurance coverage, hospital providers may submit a claim to the COUNTY's Medical Safety Net (MSN) program. MSN provides for services that are medically necessary to protect life, prevent significant disability, or prevent the serious deterioration of health. The Medical Safety Net Program does not provide comprehensive health coverage, primary, or preventive care. Claims may be submitted under the following scenarios:~~

~~1. The AMHI client must be currently eligible for MSN and the service may have to be prior-approved by the MSN Authorizations Department.~~

~~2. If clinically appropriate, the AMHI client must be transferred to an acute medical bed should the client need treatment related to a medical service that is covered under the scope of the MSN program.~~

~~3. If the AMHI client needs ancillary services related to a medical condition while housed in the psychiatric unit, MSN may cover the service.~~

~~M. For all services outlined above wherein CONTRACTOR has exhausted available funding sources and remains in whole or in part unfunded, CONTRACTOR may not invoice ADMINISTRATOR for said services.~~

~~N. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with~~

1 any provision of the Agreement.

2 ~~O. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement.~~

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

5 **V. REPORTS**

6 ~~A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR on forms provided by agency.~~

7 ~~B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to respond.~~

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

12 **VI. SERVICES**

13 ~~A. FACILITY CONTRACTOR shall provide within a designated licensed locked acute unit, AMHI Services at the following location:~~

15 ~~«DX_FAC1_STREET»~~

16 ~~«DX_FAC1_CITY_STATE_ZIP»~~

17 ~~B. CLIENTS SERVED CONTRACTOR shall provide acute psychiatric mental health inpatient services for adults with a diagnosis of a mental disorder who may also have a co-occurring substance use or medical problem. Services shall be provided in an acute care hospital for the care and treatment of an acute episode of mental illness.~~

20 ~~C. ADMISSION CRITERIA AND PROCEDURES~~

21 ~~1. Persons To Be Served Services shall be provided to only those persons authorized by the COUNTY's CSU. Unless otherwise approved by ADMINISTRATOR, such persons shall be experiencing acute psychiatric disorders and hospitalized pursuant to WIC Sections 5150, 5250, 5270, 5300, 5350, 5358, and 6000, as now in existence or as hereafter amended. At its sole discretion, ADMINISTRATOR shall make referrals for clients aged eighteen (18) and older, based upon the availability of beds, the appropriateness of the treatment milieu and the relative geographic proximity of~~

1 the hospital to the residence of the client or their family.

2 ~~_____ a. CONTRACTOR shall admit clients referred by ADMINISTRATOR who meet~~
3 ~~ADMINISTRATOR's criteria for medical necessity for acute inpatient hospital services and who also~~
4 ~~meet the admission criteria approved by Department of Health Care Services (DHCS) and the guidelines~~
5 ~~under Title 9, Chapter 11, Section 1820.205. CONTRACTOR shall not refuse admissions of clients if~~
6 ~~they meet all the admission criteria identified above.~~

7 ~~_____ b. ADMINSTRATOR may conduct periodic treatment reviews at any time during the~~
8 ~~course of a COUNTY client's hospitalization.~~

9 ~~_____ c. If ADMINSTRATOR does not approve CONTRACTOR's request for extended~~
10 ~~treatment, CONTRACTOR shall be responsible for effecting the appropriate transfer and/or discharge of~~
11 ~~the COUNTY client. In any case, if CONTRACTOR elects to provide inpatient treatment without the~~
12 ~~express authorization of ADMINISTRATOR, CONTRACTOR shall assume responsibility for the cost of~~
13 ~~such treatment.~~

14 ~~_____ d. CONTRACTOR shall allow ADMINISTRATOR to take part in Utilization Review and~~
15 ~~Quality Assurance activities if such attendance will not waive any privilege granted by law.~~

16 ~~_____ e. Primary criteria for continued treatment within the acute inpatient setting shall include,~~
17 ~~but not be limited to, the medical necessity of hospitalization within a secure acute medical setting as~~
18 ~~reflected within the medical record. COUNTY's Director of Behavioral Health Services or designee may~~
19 ~~determine a COUNTY client no longer meets this primary criteria and request that CONTRACTOR~~
20 ~~discharge the COUNTY client to a facility appropriate for the COUNTY client's treatment requirements.~~

21 ~~_____ 2. COUNTY is not financially responsible for the evaluation and treatment of unfunded~~
22 ~~psychiatric clients, unless they are referred by CSU or pre-authorized by CSU for admission.~~

23 ~~_____ D. PSYCHIATRIC AND ANCILLARY SERVICES~~

24 ~~_____ 1. CONTRACTOR shall provide acute hospital inpatient psychiatric and support services,~~
25 ~~designed to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership~~
26 ~~to achieve the individual's wellness and recovery goals. Services shall be recovery oriented, non-coercive~~
27 ~~and focused on assisting clients to become more independent and self-sufficient as evidenced by~~
28 ~~discharges to lower levels of care.~~

29 ~~_____ 2. CONTRACTOR shall provide services in collaboration with COUNTY's Director of~~
30 ~~Behavioral Health Services or designee.~~

31 ~~_____ 3. CONTRACTOR shall provide psychiatric treatment and support services in accordance with~~
32 ~~all applicable laws and regulations, including but not limited to:~~

33 ~~_____ a. A psychiatric evaluation, within twenty four (24) hours of admission, by a licensed~~
34 ~~psychiatrist which shall include a psychiatric history, diagnosis, and evaluation in accordance with the~~

1 ~~current DSM Volume.~~

2 ~~_____ b. Medical history and physical examination of each COUNTY client within twenty-four~~
3 ~~(24) hours of admission.~~

4 ~~_____ c. Initial Individualized Treatment Plan (ITP) for each COUNTY client within twenty-four~~
5 ~~hours of admission.~~

6 ~~_____ d. Weekly Interdisciplinary Treatment Team meetings for each COUNTY client.~~

7 ~~_____ e. Psychiatric, psychological, and social services compatible with the ITP.~~

8 ~~_____ f. Appropriate collateral therapy and interventions for each COUNTY client.~~

9 ~~_____ g. Appropriate one on one COUNTY client to staff counseling as appropriate to the~~
10 ~~diagnosis and ITP.~~

11 ~~_____ h. Documentation of COUNTY client's attendance/participation in collateral therapy~~
12 ~~including schedule of therapies, attendance log, and medical record progress notes.~~

13 ~~_____ i. Daily face to face and documented progress notes by psychiatrists on all COUNTY~~
14 ~~clients.~~

15 ~~_____ j. Discharge planning, continuing care planning, and referral services. COUNTY shall~~
16 ~~provide such assistance, as COUNTY deems necessary, to assist providers' Social Services staff to~~
17 ~~initiate, develop and finalize discharge planning and necessary follow up services.~~

18 ~~_____ k. For COUNTY clients who are being referred at discharge to a SNF or Board and Care,~~
19 ~~CONTRACTOR shall document in the medical record at least four (4) SNF or Board and Care contacts~~
20 ~~daily, Monday through Friday, until the client is either discharged or no longer requires SNF level of care.~~

21 ~~_____ l. For COUNTY clients waiting for long term care placement, CONTRACTOR shall~~
22 ~~document in the medical record contact with the COUNTY's Long Term Care Unit at least once every~~
23 ~~seven (7) days until the client is either discharged or no longer requires long term care.~~

24 ~~_____ m. CONTRACTOR shall arrange a specific date and time for an aftercare appointment for~~
25 ~~any client referred at discharge to a COUNTY outpatient clinic. CONTRACTOR shall fax, or send by~~
26 ~~secured electronic means, to COUNTY outpatient clinic at the time of discharge, the hospital's aftercare~~
27 ~~plan, the initial psychiatric evaluation, history and physical examination report, recent lab studies,~~
28 ~~medication list, and any medical consults.~~

29 ~~_____ n. COUNTY clients shall be discharged with seven (7) days of medications. This includes~~
30 ~~psychiatric medications and other medications needed to treat concurrent medical conditions.~~

31 ~~_____ o. On-call psychiatric and medical specialist coverage twenty four (24) hours per day,~~
32 ~~seven (7) days per week.~~

33 ~~_____ 4. CONTRACTOR shall provide all ancillary services necessary for the evaluation and~~
34 ~~treatment of psychiatric conditions, including:~~

~~1 a. Initial laboratory services consistent with CONTRACTOR's usual and customary hospital admitting protocol.~~

~~2 b. Additional laboratory and diagnostic services when necessary for the initiation and~~
~~3 monitoring of psychiatric medication treatments.~~

~~4 c. Pharmaceutical services.~~

~~5 d. A conflict resolution process may be initiated by either party to the Agreement in the~~
~~6 event of a disagreement between CONTRACTOR and ADMINISTRATOR regarding the appropriateness~~
~~7 of proposed laboratory and/or diagnostic services. ADMINISTRATOR's designated psychiatrist will~~
~~8 review said proposed services and render a decision that will be binding on both parties.~~

~~9 5. CONTRACTOR shall provide, or cause to be provided, expert witness testimony by~~
~~10 appropriate mental health professionals in all legal proceedings required for the institutionalization,~~
~~11 admission, or treatment of COUNTY clients. These services shall include, but not be limited to, Writs of~~
~~12 Habeas Corpus, Reize Capacity Hearings, conservatorship, Probable Cause Hearings, Court-ordered~~
~~13 evaluation, and appeal and post-certification proceedings.~~

~~14 a. COUNTY will represent CONTRACTOR, at COUNTY's sole cost and expense, in all~~
~~15 legal proceedings required for conservatorship. CONTRACTOR shall cooperate with COUNTY in all~~
~~16 such proceedings.~~

~~17 b. COUNTY will provide Hearing Officers for Probable Cause Hearings for COUNTY~~
~~18 clients only.~~

~~19 E. MEDICAL SERVICES~~

~~20 1. CONTRACTOR shall provide or cause to be provided all health care services deemed~~
~~21 appropriate according to usual and customary hospital practices without regard for payer status. This~~
~~22 includes physician or other professional services required by COUNTY clients and escort of such~~
~~23 COUNTY clients to and from medical treatment. A conflict resolution process may be initiated by either~~
~~24 party to the Agreement in the event of a disagreement regarding the appropriateness of rendering urgent~~
~~25 health care services. ADMINISTRATOR's designated psychiatrist will review proposed medical services~~
~~26 and render a decision that will be binding on both parties.~~

~~27 2. CT CONTRACTOR may, as part of the diagnosis and evaluation of a COUNTY client's~~
~~psychiatric condition, authorize necessary CT scanning. CONTRACTOR shall receive approval of~~
~~ADMINISTRATOR before such testing, and document this approval in the client's medical record.~~

~~F. ADDITIONAL SERVICES CONTRACTOR shall provide those services required of general~~
~~acute care hospitals which shall at a minimum include, but not be limited to, the following:~~

~~1. Direct Services including a therapeutic milieu, room and dietetic services, nursing services,~~
~~including drug administration and client care, and a client activity program including OT/RT services.~~

~~2. Support Services including housekeeping, laundry, maintenance, medical records, and drug order processing services.~~

~~3. In-Service Training Provide formalized in-service training to staff that focuses on subjects that increase their expertise in mental health services and ability to manage and serve clients.~~

~~4. Program Description Maintain a COUNTY approved written description of the inpatient psychiatric program, which shall include goals, objectives, philosophy, and activities which reflect the active involvement of nursing personnel in all aspects of the inpatient therapeutic milieu.~~

~~G. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall be in compliance with the current Joint Commission requirements related to the provision of culturally and linguistically appropriate health care. If CONTRACTOR is not accredited by the Joint Commission, CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or other applicable training, recruitment and hiring policies and procedures, copies of literature in multiple languages and formats, as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.~~

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

~~I. CLINICAL CARE STANDARDS~~

~~1. CONTRACTOR shall develop and maintain a plan for Quality Improvement, the overall goal of which is the maintenance of high quality client care and effective utilization of services offered. This plan shall include utilization review, peer review, and medication monitoring as mandated by the DCHS. CONTRACTOR shall adhere to the standards set forth in Title 9 of the CCR.~~

~~2. CONTRACTOR shall allow ADMINISTRATOR to take part in utilization review activities.~~

~~J. STAFFING~~

~~1. For the unit in which services are provided pursuant to the Agreement, CONTRACTOR shall provide clinical staffing as required by Title 9, CCR, Section 663 as it exists now or may hereafter be amended or changed.~~

~~2. CONTRACTOR shall provide administrative and clerical staff to support the above mentioned staffing and the services provided pursuant to the Agreement.~~

~~K. NPI All HIPAA covered healthcare providers, individuals and organizations must obtain an~~

1 ~~NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals~~
2 ~~for life.~~

3 ~~— L. NPP CONTRACTOR shall provide, upon request, the NPP for the COUNTY, as MHP, to any~~
4 ~~individual who received services under the Agreement.~~

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

7 **VII. STAFFING**

8 ~~— A. CONTRACTOR shall provide clinical staffing as required by CCR, Title 9, Section 663.~~
9 ~~CONTRACTOR shall provide professional, allied, and supportive paramedical personnel to provide all~~
10 ~~necessary and appropriate Psychiatric Inpatient Hospital services. There is no specific administrative~~
11 ~~and/or clerical staffing pattern however, CONTRACTOR must provide sufficient staff to support the~~
12 ~~services provided pursuant to the Agreement.~~

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

15 ~~— C. CONTRACTOR shall ensure that a bilingual professional or qualified interpreter is fluent in~~
16 ~~English and in the primary language spoken by the client. The bilingual professional or qualified~~
17 ~~interpreter must have the ability to accurately speak, read and interpret the client's primary language.~~
18 ~~CONTRACTOR shall ensure that, when needed, a qualified interpreter is available who can accurately~~
19 ~~provide sign language services. The bilingual professional or qualified interpreter must have the ability to~~
20 ~~translate mental health terminology necessary to convey information such as symptoms or instructions to~~
21 ~~the client. CONTRACTOR shall ensure that the bilingual person and/or the qualified interpreter,~~
22 ~~completes appropriate courses that cover terms and concepts associated with mental illness, psychotropic~~
23 ~~medications, and cultural beliefs and practices which may influence the client's mental health condition,~~
24 ~~if they have not been not been trained in the provision of mental health services.~~

25 ~~— D. CONTRACTOR shall ensure that all staff is trained and is knowledgeable in treatment issues~~
26 ~~reflecting the diversity of the Medi-Cal population. CONTRACTOR shall develop and maintain in-~~
27 ~~service staff training programs which will train staff to respect and respond with sensitivity to the language~~
28 ~~and cultural experiences of the clients. CONTRACTOR staff shall participate in cultural competency~~
29 ~~and/or awareness training on an annual basis. Training shall be designed to help staff understand cultural~~
30 ~~diversity and may include but not be limited to such topics such as: mental health care that is unique to~~
31 ~~the client including awareness; sensitivity to the client's cultural and spiritual beliefs, and the role of the~~
32 ~~family in diverse cultures and ethnic groups. Additionally, training components shall include:~~

33 ~~1. Background information for identifying and treating mental illnesses and related health~~

1 ~~conditions not commonly found in the dominant client population;~~

2 ~~2. Utilization of non-psychiatrically trained interpreters in taking client histories and assisting~~
3 ~~with communication relating to mental health treatment; and~~

4 ~~3. Strategies for utilizing the belief patterns and family support systems of clients to promote~~
5 ~~adherence to the course of treatment and assuming responsibility for preventive mental health behaviors.~~

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EXHIBIT B
AMENDMENT NO. 2 TO MASTER AGREEMENT FOR PROVISION OF

ADULT MENTAL HEALTH INPATIENT SERVICES
BETWEEN

COUNTY OF ORANGE

AND

«PROVIDER_NAME»

JULY 1, 2018 THROUGH JUNE 30, 2023

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in

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1 Subparagraphs B.9. and B.14., apply to the CONTRACTOR in the same manner as they apply to the
 2 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 3 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to
 4 CONTRACTOR and the applicable standards, implementation specifications, and requirements

5 //

6 of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI
 7 and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

8 B. DEFINITIONS

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

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

14 a. Breach excludes:

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

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

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

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

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

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

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

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

1 3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy
2 Rule in 45 CFR § 164.501.

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

5 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in
6 45 CFR § 160.103.

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

9 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in
10 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
11 with 45 CFR § 164.502(g).

12 8. “Physical Safeguards” are physical measures, policies, and procedures to protect
13 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and
14 environmental hazards, and unauthorized intrusion.

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

17 10. “PHI” shall have the meaning given to such term under the HIPAA regulations in
18 45 CFR § 160.103.

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

21 12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

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

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

 15. “SubCONTRACTOR” shall have the meaning given to such term under the HIPAA
regulations in 45 CFR § 160.103.

 16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and
control access to it.

 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,
unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology

1 specified by the Secretary of HHS in the guidance issued on the HHS Web site.

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

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

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

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

12 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
13 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
14 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

12 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps,

1 relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on
2 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by
3 COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's
4 compliance with the HIPAA Privacy Rule.

4 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
6 and to make information related to such Disclosures available as would be required for COUNTY to
7 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
8 45 CFR § 164.528.

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

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

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

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

22 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
23 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no
24 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative
25 proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed
26 violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves

1 inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontract, employee, or
2 agent is a named adverse party.

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

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

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

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

21 D. SECURITY RULE

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

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

3. CONTRACTOR shall ensure the continuous security of all computerized data systems
containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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

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

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

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

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

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

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

21 E. DATA SECURITY REQUIREMENTS

22 1. Personal Controls

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

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

c. Confidentiality Statement. All persons that will be working with PHI COUNTY

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

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

11 2. Technical Security Controls

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

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

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

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

25 e. Antivirus software. All workstations, laptops and other systems that process and/or store

1 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
2 on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution
3 with automatic updates scheduled at least daily.

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

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

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

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

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

j. Warning Banners. All systems providing access to PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must display a warning banner stating that data is confidential, systems are logged, and system use is for
 2 business purposes only by authorized users. User must be directed to log off the system if they do not
 3 agree with these requirements.

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

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

14 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
 15 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 16 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
 17 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
 18 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
 19 access, file transfer, and E-Mail.

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

24 3. Audit Controls

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

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

34 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 2 must have a documented change control procedure that ensures separation of duties and protects the
 3 confidentiality, integrity and availability of data.

4 4. Business Continuity/Disaster Recovery Control

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

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

17 5. Paper Document Controls

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

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

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

30 //

31 //

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

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

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

13 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as
2 necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
3 //
4 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
5 by COUNTY except for the specific Uses and Disclosures set forth below.

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

25 **H. PROHIBITED USES AND DISCLOSURES**

26 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
27 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).

1 I. OBLIGATIONS OF COUNTY

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

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 may
10 affect CONTRACTOR's Use or Disclosure of PHI.

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

21 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to
22 COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or
23 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 agents
25 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
feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible,
for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT C

AMENDMENT NO. 2 TO MASTER AGREEMENT FOR PROVISION OFADULT MENTAL HEALTH INPATIENT SERVICES
BETWEEN

COUNTY OF ORANGE

AND

«PROVIDER_NAME»

JULY 1, 2018 THROUGH JUNE 30, 202~~2~~3**I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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EXHIBIT C

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

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS

PI and PII. These steps shall include, at a minimum:

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

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

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

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

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

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

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,

production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

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

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

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