

1 AGREEMENT FOR PROVISION OF
2 INPATIENT BEHAVIORAL HEALTH SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND

6 ANAHEIM COMMUNITY HOSPITAL, LLC

7 UPON EXECUTION OF ALL AUTHORIZED SIGNATURES THROUGH JUNE 30, 2024
8

9 THIS AGREEMENT entered into this 1st day of upon execution of all authorized signatures
10 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of
11 California (COUNTY), and ANAHEIM COMMUNITY HOSPITAL, LLC, a California for profit
12 corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein
13 individually as "Party" or collectively as "Parties." This Agreement shall be administered by the
14 Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").
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16 **W I T N E S S E T H :**
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 Inpatient Behavioral Health Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: Date of Execution of All Authorized Signatures through June 30, 2024

Period One means the period from Date of Execution of All Authorized Signatures through June 30, 2022

Period Two means the period from July 1, 2022 through June 30, 2023

Period Three means the period from July 1, 2023 through June 30, 2024

Maximum Obligation:

Period One Maximum Obligation: \$ 807,500

Period Two Maximum Obligation: 807,500

Period Three Maximum Obligation: 807,500

TOTAL MAXIMUM OBLIGATION: \$ 2,422,500

Basis for Reimbursement: Fee-for Service

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 118-185-386

CONTRACTOR TAX ID Number: "Sole Proprietor"

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: Anaheim Community Hospital, LLC
3350 West Ball Road
Anaheim, CA 92804
Phillip Franks, CEO
Phillip.franks@signaturehc.com

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I. ACRONYMS

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

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

1	BT. SUD	Substance Use Disorder
2	BU. UMDAP	Uniform Method of Determining Ability to Pay
3	BV. UOS	Units of Service
4	BW. USC	United States Code
5	BX. WIC	Women, Infants and Children

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7 **II. ALTERATION OF TERMS**

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

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

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16 **III. ASSIGNMENT OF DEBTS**

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

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25 **IV. COMPLIANCE**

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

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

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

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

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

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

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

32 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
33 retained to provide services related to this Agreement monthly to ensure that they are not designated as
34 Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General
35 Services Administration's Excluded Parties List System or System for Award Management, the Health
36 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the

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1 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
2 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

36 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction

1 screened. Such individual or entity shall be immediately removed from participating in any activity
2 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
3 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
4 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
5 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

36 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
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1 This Agreement shall specify that it is effective irrespective of all subsequent resignations or
2 terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent,
3 employees, consultants, subcontractors, volunteers and interns.

4 5 **VI. CONFLICT OF INTEREST**

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

14 15 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

1 | delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

35 | D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
36 | with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is
37 | also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation

1 against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
2 under the Agreement, as well as any potential conflicts of interest between CONTRACTOR and
3 COUNTY that may arise prior to or during the period of Agreement performance. While
4 CONTRACTOR is required to provide this information without prompting from COUNTY any time
5 there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR
6 must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

7 8 **VIII. DISPUTE RESOLUTION**

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

13 1. CONTRACTOR shall submit to the Deputy Purchasing Agent a written demand for a final
14 decision regarding the disposition of any dispute between the Parties arising under, related to, or
15 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final
16 decision.

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

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

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

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

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

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

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

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

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

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

26 F. QUALIFIED INSURER

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

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

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

37 //

<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 aggregate
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 shall 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.

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

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

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

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

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

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

21 O. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
22 calendar days of notification by CEO/Purchasing or the department purchasing division, it shall
23 constitute a breach of CONTRACTOR's obligation hereunder and COUNTY may immediately
24 terminate this Agreement without penalty.

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

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

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

37 S. SUBMISSION OF INSURANCE DOCUMENTS

- 1 1. The COI and endorsements shall be provided to COUNTY as follows:
 - 2 a. Prior to the start date of this Agreement.
 - 3 b. No later than the expiration date for each policy.
 - 4 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding

5 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
- 6 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the

7 Referenced Contract Provisions of this Agreement.
- 8 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

9 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall

10 have sole discretion to impose one or both of the following:

 - 11 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR

12 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the

13 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are

14 submitted to ADMINISTRATOR.
 - 15 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late

16 COI or endorsement for each business day, pursuant to any and all agreements between COUNTY and

17 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance

18 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

22 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs

23 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XII. INSPECTIONS AND AUDITS

24
25
26 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
27 of the State of California, the Secretary of the United States Department of Health and Human Services,
28 the Comptroller General of the United States, or any other of their authorized representatives, shall to
29 the extent permissible under applicable law have access to any books, documents, and records, including
30 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
31 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding
32 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
33 transcripts during the periods of retention set forth in the Records Management and Maintenance
34 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate
35 the services provided pursuant to this Agreement, and the premises in which they are provided.

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

- 3 a. Level and quality of care, including the necessity and appropriateness of the services
4 provided.
- 5 b. Internal procedures for assuring efficiency, economy, and quality of care.
- 6 c. Compliance with COUNTY Client Grievance Procedures.
- 7 d. Financial records when determined necessary to protect public funds.

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

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

16 C. AUDIT RESPONSE

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

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

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

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

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XIII. LICENSES AND LAWS

1
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
3 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
4 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
5 required by the laws, regulations and requirements of the United States, the State of California,
6 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
7 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
8 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
9 and exemptions. Said inability shall be cause for termination of this Agreement.

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

- 13 1. ARRA of 2009.
- 14 2. Trafficking Victims Protection Act of 2000.
- 15 3. WIC, Division 5, Community Mental Health Services.
- 16 4. WIC, Division 6, Admissions and Judicial Commitments.
- 17 5. WIC, Division 7, Mental Institutions.
- 18 6. HSC, §§1250 et seq., Health Facilities.
- 19 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 20 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 21 9. CCR, Title 17, Public Health.
- 22 10. CCR, Title 22, Social Security.
- 23 11. CFR, Title 42, Public Health.
- 24 12. CFR, Title 45, Public Welfare.
- 25 13. USC Title 42. Public Health and Welfare.
- 26 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 27 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 28 16. 42 USC §1857, et seq., Clean Air Act.
- 29 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 30 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 31 19. Policies and procedures set forth in Mental Health Services Act.
- 32 20. Policies and procedures set forth in DHCS Letters.
- 33 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 34 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
35 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 36 23. 42 CFR, Section 438, Managed Care Regulations

37 //

1 C. CONTRACTOR shall at all times be capable and authorized by the State of California to
2 provide treatment and bill for services provided to Medi-Cal eligible Clients while working under the
3 terms of this Agreement.

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

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

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

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

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

26 27 **XV. MINIMUM WAGE LAWS**

28 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
29 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
30 federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"
31 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
32 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
33 providing services pursuant to this Agreement be paid no less than the greater of the federal or
34 California Minimum Wage.

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

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

5
 6 **XVI. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

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

6 **XVIII. NOTIFICATION OF DEATH**

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

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

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

15 2. WRITTEN NOTIFICATION

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

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

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

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

29 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

37 //

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

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

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

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

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

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

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

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

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

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

26 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
27 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
28 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
29

30 **XXI. RESEARCH AND PUBLICATION**

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

34 **XXII. REVENUE**

35 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
36 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
37 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,

1 according to their ability to pay as determined by the State Department of Health Care Services’
2 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as
3 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.
4 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
5 because of an inability to pay.

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

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

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

18 **XXIII. SEVERABILITY**

19
20 A. If a court of competent jurisdiction declares any provision of this Agreement or application
21 thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes
22 any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement
23 or the application thereof shall remain valid, and the remaining provisions of this Agreement shall
24 remain in full force and effect, and to that extent the provisions of this Agreement are severable.

25 **XXIV. SPECIAL PROVISIONS**

26
27 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
28 purposes:

- 29 1. Making cash payments to intended recipients of services through this Agreement.
- 30 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
31 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
32 use of appropriated funds to influence certain federal contracting and financial transactions).
- 33 3. Fundraising.
- 34 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
35 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
36 Directors or governing body.
- 37 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing

1 body for expenses or services.

2 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
3 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
4 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

5 7. Paying an individual salary or compensation for services at a rate in excess of the current
6 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
7 Schedule may be found at www.opm.gov.

8 8. Severance pay for separating employees.

9 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
10 codes and obtaining all necessary building permits for any associated construction.

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

13 1. Funding travel or training (excluding mileage or parking).

14 2. Making phone calls outside of the local area unless documented to be directly for the
15 purpose of Client care.

16 3. Payment for grant writing, consultants, certified public accounting, or legal services.

17 4. Purchase of artwork or other items that are for decorative purposes and do not directly
18 contribute to the quality of services to be provided pursuant to this Agreement.

19 **XXV. STATUS OF CONTRACTOR**

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

32 **XXVI. TERM**

33
34 A. This specific Agreement with CONTRACTOR is only one of several agreements to which
35 the term of this Agreement applies. This specific Agreement shall commence as specified in the
36 Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This
37 specific Agreement shall terminate as specified in the Referenced Contract Provisions of this

1 Agreement, unless otherwise sooner terminated as provided in this Agreement. CONTRACTOR shall
 2 be obligated to perform such duties as would normally extend beyond this term, including but not
 3 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

7 **XXVII. TERMINATION**

8 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
 9 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be
 10 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
 11 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
 12 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
 13 until CAP is resolved and/or the Agreement could be terminated.

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

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

30 C. CONTINGENT FUNDING

- 31 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 32 a. The continued availability of federal, state and county funds for reimbursement of
 33 COUNTY's expenditures, and
 - 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
 35 approved by the Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
 37 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given

1 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
2 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

3 D. In the event this Agreement is suspended or terminated prior to the completion of the term as
4 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
5 sole discretion, reduce the Maximum Obligation of this Agreement to be consistent with the reduced
6 term of the Agreement.

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

8 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
9 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,
15 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
16 orderly transfer.

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

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

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

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

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

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

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37 //

XXVIII. THIRD PARTY BENEFICIARY

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

XXIX. WAIVER OF DEFAULT OR BREACH

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

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

3
4 ANAHEIM COMMUNITY HOSPITAL, LLC

5 DocuSigned by:
6 BY: Phillip Franks _____ DATED: 11/30/2021
7 704E234E4725436...
8 TITLE: CEO

9
10
11
12
13 COUNTY OF ORANGE

14
15
16 BY: _____ DATED: _____
17 PURCHASING AGENT/DESIGNEE

18
19
20
21 APPROVED AS TO FORM
22 OFFICE OF THE COUNTY COUNSEL
23 ORANGE COUNTY, CALIFORNIA

24
25 DocuSigned by:
26 BY: Brittany Mclean _____ DATED: 11/30/2021
27 9713A4061D4343D...
28 DEPUTY

29
30
31
32
33
34 If Contractor is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President
35 or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any
36 Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-
37 laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature
alone is required by ADMINISTRATOR.

1 EXHIBIT A
2 AGREEMENT FOR PROVISION OF
3 INPATIENT BEHAVIORAL HEALTH SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ANAHEIM COMMUNITY HOSPITAL, LLC
8 UPON EXECUTION OF ALL AUTHORIZED SIGNATURES THROUGH JUNE 30, 2024
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

13 A. Acute Administrative Day means those days authorized by ADMINISTRATOR's designated
14 Utilization Case Management Unit when, due to lack of an appropriate placement facility, the Client's
15 stay at an acute inpatient facility must be continued beyond the Client's need for acute care.

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

18 C. Additional Income Source means all income other than SSI and includes such sources of
19 income as retirement income, disability income, trust fund income, SSI, Veteran's Affairs disability
20 income, etc.

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

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

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

31 G. Customary Charges means the amount CONTRACTOR normally or usually charges the
32 majority of its clients for a specified type of service, including the types of Psychiatric Inpatient
33 Hospital Services defined herein. CONTRACTOR's customary charges shall be subject to review by
34 the Department of Health Care Services.

35 H. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
36 diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axis as specified in the most
37 current edition of the DSM published by the American Psychiatric Association.

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

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

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

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

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

18 N. LPS means Lanterman Petris-Short and refers to the Act that went into effect July 1, 1972 in
19 California. The Act in effect ended all hospital commitments by the judiciary system, except in the case
20 of criminal sentencing (e.g. convicted sexual offenders) and those who were "gravely disabled" defined
21 as unable to obtain food, clothing, or shelter. It expanded the evaluative power of psychiatrists and
22 created provisions and criteria for involuntary detentions.

23 O. LTC means Long Term Care and refers to the COUNTY department that reviews referrals for
24 placement in county-contracted long term care facilities.

25 P. MRI means Magnetic Resonance Imaging and refers to a medical imaging technique used in
26 radiology to visualize detailed internal structures.

27 Q. Medical Necessity means the requirements as defined in the MHP Medical Necessity for
28 Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria and
29 intervention related criteria.

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

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

36 2. Medication Support Services means those services provided by a licensed physician,
37 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing

1 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
2 symptoms of mental illness. These services also include evaluation and documentation of the clinical
3 justification and effectiveness for use of the medication, dosage, side effects, compliance and response
4 to medication, as well as obtaining informed consent, providing medication education and plan
5 development related to the delivery of the service and/or assessment of the beneficiary.

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

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

14 S. MHSA means Mental Health Services Act and refers to the law that provides funding for
15 expanded community mental health services. It is also known as "Proposition 63."

16 T. NPI means National Provider Identification and refers to the standard unique health identifier
17 that was adopted by the Secretary of Health and Human Services (HHS) under HIPAA for health care
18 providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI
19 for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

20 U. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
21 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider
22 as set forth in HIPAA.

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

29 W. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided
30 either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an
31 acute episode of mental illness. Services provided in a free-standing hospital may only be reimbursed
32 for persons age twenty-one (21) or younger and sixty-five (65) or older. If the person were receiving
33 such services prior to the person's twenty-first birthday and continues to require and receives services
34 without interruption, the eligibility for services continues to the date the person no longer requires such
35 services, or the person's twenty-second birthday, whichever is earlier.

36 X. Psychiatrist means an individual who meets the minimum professional and licensure
37 requirements set forth in CCR, Title 9, Section 623.

1 Y. Psychologist means an individual who meets the minimum professional and licensure
2 requirements set forth in CCR, Title 9, Section 624.

3 Z. Recovery means a “deeply personal, unique process of changing one’s attitudes, values,
4 feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even
5 with limitations caused by the illness. Recovery involves the development of new meaning and purpose
6 in one’s life as one grows beyond the catastrophic effects of mental illness. Ultimately, because
7 recovery is a personal and unique process, everyone with a psychiatric illness develops his or her own
8 definition of recovery. However, certain concepts or factors are common to recovery.” (William
9 Anthony, 1993).

10 AA. Referral means providing the effective linkage of a Client to another service, when indicated;
11 with follow-up to be provided within five (5) business days to assure that the Client has made contact
12 with the referred service.

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

15 AC. SSI/SSP means Supplemental Security Income/State Supplemental Income and refers to
16 revenue resources paid to an eligible Client, or the Client’s payee, by the federal Social Security
17 Administration.

18 AD. Unit of Service means one (1) calendar day during which CONTRACTOR provides all of the
19 services described hereunder, which day shall begin at twelve o’clock midnight.

20
21 **II. ISSUE RESOLUTION**

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

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

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

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37 //

1 3. If the Parties are unable to obtain resolution of the issue, they shall submit a joint written
2 Statement describing the facts of the issue, within thirty (30) calendar days after the written notice
3 described above, or forty-five (45) calendar days if the period of time in Section II.A.2. was extended
4 by mutual consent, to ADMINISTRATOR's Director of Behavioral Health Care for final resolution.

5 B. The rights and remedies provided by this paragraph are in addition to those provided by law to
6 either party.

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

9 10 **III. PATIENT'S RIGHTS**

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

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

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

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

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

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

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

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

37 D. The Parties agree that Clients have recourse to initiate a complaint to CONTRACTOR, appeal

1 to the County Patients’ Rights Office, file a formal grievance, and file a Title IX complaint. The
 2 Patients’ Advocate shall advise and assist the Client, investigate the cause of the complaint or grievance,
 3 and attempt to resolve the matter.

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

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

8
 9 **IV. PAYMENTS**

10 A. CONTRACTOR shall be reimbursed by DHCS for services provided at the following all-
 11 inclusive rates per client day for acute Psychiatric Inpatient Hospital Services and based on the
 12 following accommodation codes and age groups:

Accommod ation Code	Description	Rate		
		Period One	Period Two	Period Three
097	Acute Day Adolescent/Child, Psychiatric Ages 12 through 17	\$1,025.00	\$1,025.00	\$1,025.00
114 – 204	Acute Day Adult, Psychiatric Ages 18 through 21 and 65 years and older	\$950.00	\$950.00	\$950.00
169	Administrative Day	Current DHCS Rate	Current DHCS Rate	Current DHCS Rate

- 27
 28 1. The rate for Accommodation Code 169 is established and adjusted by the DHCS.
 29 2. Rates are inclusive of all Psychiatric Inpatient Hospital Services as defined in this
 30 Exhibit A to the Agreement and shall constitute payment in full for these services.
 31 3. The number of billable Units of Service shall include the day of admission and exclude the
 32 day of discharge. If admission and discharge occur on the same day, the day of admission shall be
 33 charged.
 34 4. DHCS may reimburse Administrative Days for dates in which documentation does not meet
 35 requirements for Acute Day reimbursement, contingent upon CONTRACTOR documentation of
 36 services that qualify for Administrative Day reimbursement.
 37 5. Rates do not include physician or psychologist services rendered to Clients, or

1 transportation services required in providing Psychiatric Inpatient Hospital services. These services
 2 shall be billed separately from the above per diem rate for Psychiatric Inpatient Hospital Services as
 3 follows:

4 a) When Medi-Cal eligible mental health services are provided by a psychiatrist or
 5 psychologist, such services shall be billed to COUNTY's ASO. Prior authorization and notification are
 6 not required prior to providing these services.

7 b) When Medi-Cal eligible medical services are provided by a physician, such services
 8 shall be billed to the designated CalOptima Plan or CalOptima Direct, depending on the Client's health
 9 coverage benefit. Prior authorization and notification may be required prior to providing these services;
 10 such authorization and notification is the responsibility of CONTRACTOR.

11 c) When Medi-Cal eligible transportation services are provided, such services shall be
 12 billed to the designated CalOptima Plan or CalOptima Direct, depending on the Client's health coverage
 13 benefit. Prior authorization and notification may be required prior to providing these services; such
 14 authorization and notification is the responsibility of CONTRACTOR.

15 6. The client daily rates stated above do not include ECT or MRI Services. The rates for ECT
 16 and MRI Services shall apply only for the day(s) in which the Client received an approved ECT or MRI
 17 (rates listed below). These rates reflect CONTRACTOR's reimbursement only and associated
 18 professional services shall be billed to COUNTY's ASO, the designated CalOptima Plan or CalOptima
 19 Direct. CONTRACTOR must obtain prior approval from ADMINISTRATOR to perform the ECT or
 20 MRI in order to be reimbursed. CONTRACTOR shall submit to ADMINISTRATOR ECT and MRI
 21 invoices that indicate for whom services were provided, the date of service, and shall be supported with
 22 such documentation as may be required by ADMINISTRATOR.

Description	Rate
Psychiatric, ECT	N/A
Psychiatric, MRI	N/A

29 B. Billing Procedures

30 1. CONTRACTOR must obtain an NPI.

31 2. CONTRACTOR shall invoice DHCS for each client day, approved by
 32 ADMINISTRATOR, for each Client who meets notification, admission and/or continued stay criteria,
 33 documentation requirements, treatment and discharge planning requirements and, except for day of
 34 admission, occupies a psychiatric inpatient hospital bed at 12:00 AM in CONTRACTOR's facility for
 35 each client day charged. CONTRACTOR may invoice DHCS if the Client is admitted and discharged
 36 during the same day; provided, however, that such admission and discharge is not within twenty-four
 37 (24) hours of a prior discharge.

1 3. CONTRACTOR shall determine that Psychiatric Inpatient Hospital Services provided
2 pursuant to this Agreement are not covered, in whole or in part, under any other state or federal medical
3 care program or under any other contractual or legal entitlement including, but not limited to, a private
4 group indemnification or insurance program or Workers' Compensation Program before seeking
5 reimbursement by DHCS. CONTRACTOR shall seek to be reimbursed by other coverage prior to
6 seeking reimbursement by DHCS. DHCS's maximum obligation shall be reduced if other coverage is
7 available, regardless of whether CONTRACTOR seeks and obtains such reimbursement.

8 4. CONTRACTOR shall submit claims to DHCS's fiscal intermediary for all services
9 rendered pursuant to the Agreement, in accordance with the applicable invoice and billing requirements
10 contained in WIC, Section 5778.

11 5. CONTRACTOR may appeal, in writing, a denied request for reimbursement to
12 ADMINISTRATOR. In the event that the appeal is denied by ADMINISTRATOR, CONTRACTOR
13 may continue the appeals process by writing directly to DHCS within thirty (30) calendar days of
14 ADMINISTRATOR's decision. The decision of DHCS shall be final.

15 C. Overpayments

16 1. CONTRACTOR agrees that DHCS may recoup any such overpayment by withholding the
17 amount owed to DHCS from future payments due CONTRACTOR, in the event that an audit or review
18 performed by ADMINISTRATOR, DHCS, the State Controller's Office, or any other authorized agency
19 discloses that CONTRACTOR has been overpaid.

20 2. CONTRACTOR agrees that DHCS may recoup funds from prior year's overpayments,
21 which occurred prior to the effective date of the Agreement, by withholding the amount currently owed
22 to CONTRACTOR by DHCS.

23 3. CONTRACTOR may appeal recoupments according to applicable procedural requirements
24 of the regulations adopted pursuant to WIC, Sections 5775, et seq. and 14680, et seq., with the following
25 exceptions:

26 a) The recovery or recoupment shall commence sixty (60) calendar days after issuance of
27 account status or demand resulting from an audit or review and shall not be deferred by the filing of a
28 request for an appeal according to the applicable regulations.

29 b) CONTRACTOR's liability to COUNTY for any amount recovered shall be as
30 described in WIC, Section 5778(h).

31 D. Customary Charges Limitation – DHCS's obligation to CONTRACTOR shall not exceed
32 CONTRACTOR's total customary charges for like services during each hospital fiscal year or portion
33 thereof in which the Agreement is in effect. DHCS may recoup any portion of the total payments to
34 CONTRACTOR which are in excess of CONTRACTOR's total customary charges.

35 E. CONTRACTOR shall comply with Concurrent Review Policies and Procedures per DHCS
36 Info-Notice 19-026, including:

37 1. CONTRACTOR shall notify ADMINISTRATOR'S third-party contractor for Concurrent

1 Review and Authorization of services within twenty-four (24) hours of Client admission.

2 2. CONTRACTOR shall participate in ongoing concurrent reviews with ADMINISTRATOR's
3 third-party contractor for ongoing authorization of treatment based upon medical necessity criteria.

4 F. CONTRACTOR shall submit the 18-3 TAR for authorization of payment for Psychiatric
5 Inpatient Hospital services to ADMINISTRATOR no later than fourteen (14) calendar days after:

6 1. Ninety-nine (99) calendar days of continuous service to a Client, and/or

7 2. Discharge.

8 G. CONTRACTOR shall resubmit the 18-3 TAR and any additional information requested, no
9 later than sixty (60) calendar days from the date of the deferral letter, in the event ADMINISTRATOR
10 defers the 18-3 TAR back to CONTRACTOR to obtain further information.

11 H. CONTRACTOR must document, in the Client's medical record, each contact with the
12 appropriate placement facility or the person or agency responsible for placement. CONTRACTOR must
13 continue to document contacts with appropriate placement facilities until the Client is discharged.
14 Contacts shall be documented by a brief description of the placement facilities reported bed availability
15 status, reason for denial if applicable, and the signature of the person making the contact.

16 I. ADMINISTRATOR shall monitor the Client's status, the appropriateness of the facilities being
17 contacted for referral, and/or the Client's chart to determine if the Client's status has changed.

18 J. CONTRACTOR shall notify ADMINISTRATOR, prior to 12:00 PM Monday through Friday,
19 excluding holidays, of the daily census of all Clients in which reimbursement for Psychiatric Inpatient
20 Hospital Services will be requested. The census report following a weekend and/or holiday shall
21 include any admissions made during that time.

22 K. CONTRACTOR shall notify ADMINISTRATOR of any client discharge within twenty-four
23 (24) hours, excluding weekends and holidays, of the Client's discharge. CONTRACTOR shall include
24 the Client's name, discharge date, discharge placement and placement phone number. CONTRACTOR
25 shall inform COUNTY of where the Client has been referred for continuing treatment, along with the
26 facility's phone number, contact person and the Client's first appointment time and date.

27 L. CONTRACTOR shall notify the Regional Center Service Coordinator and Nurse Consultant of
28 a Regional Center client's admission within twenty-four (24) hours of admission or within twenty-four
29 (24) hours of identifying that a Client is a Regional Center client.

30 M. CONTRACTOR shall notify both the Client's Regional Center Service Coordinator and one of
31 the Regional Center Nurse Consultants of the intent to seek their placement services. Such notification
32 must occur on or before the date for which CONTRACTOR intends to seek Administrative Day
33 reimbursement. CONTRACTOR may seek reimbursement from Regional Center for all Administrative
34 Days after the first three (3) Administrative Days.

35 N. CONTRACTOR shall notify ADMINISTRATOR on the day that the other health insurance
36 benefit has been exhausted, or the day the other health insurance benefit is known to be denied, if the
37 Client has other health insurance coverage in addition to Medi-Cal, and CONTRACTOR intends to seek

1 Medi-Cal reimbursement for all or a portion of the hospital stay.

2 O. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services in the same manner to
3 Medi-Cal clients as it provides to all other clients and not discriminate against Medi-Cal clients in any
4 manner, including admission practices, placement in special wings or rooms, or provision of special or
5 separate meals.

6 P. INPATIENT BEHAVIORAL HEALTH SERVICES (IBHS) - COUNTY shall pay
7 CONTRACTOR, at the following rates; provided, however, the total of all payments to
8 CONTRACTOR and all other contract providers of IBHS Services shall not exceed COUNTY's
9 Aggregate Maximum Obligation for Period One, Period Two, and Period Three as specified in the
10 Referenced Contract Provisions of the Agreement.

11 1. CONTRACTOR shall bill ADMINISTRATOR at the rate of \$950.00 per bed day for
12 Clients admitted between the ages of 22 and 64 years of age that meet the medical necessity for acute
13 inpatient hospital services and who also meet the criteria approved by DHCS and the guidelines under
14 Title 9, Chapter 11, Section 1820.202.

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

17 3. COUNTY will pay for ambulance or medical van transportation to and from designated
18 mental health or health facilities for COUNTY Clients receiving services in accordance with the
19 COUNTY's Medical Transportation contract.

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

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

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

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

31 6. CONTRACTOR may appeal ADMINISTRATOR's decision to deny the claim through the
32 following process:

33 a. CONTRACTOR shall send a cover letter with an explanation of CONTRACTOR's
34 disagreement to ADMINISTRATOR within ninety (90) calendar days of receiving the denial.

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

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

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

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

11 9. If any reimbursement due COUNTY is not paid by CONTRACTOR in accordance with
12 paragraph 8 above, ADMINISTRATOR shall reduce CONTRACTOR's payment by an amount not to
13 exceed the amount to be reimbursed.

14 10. Following notification from ADMINISTRATOR that any Client served under this
15 Agreement has become eligible for Medi-Cal, CONTRACTOR agrees to submit retroactive Medi-Cal
16 TARs to ADMINISTRATOR for review. Further, CONTRACTOR agrees to submit hospital claims to
17 the State of California medical billing services, and upon receipt of payment, shall remit payment to
18 COUNTY within sixty (60) days for the total amount previously paid for bed day stay less payment
19 made for professional services during the Medi-Cal eligibility period. If CONTRACTOR fails to
20 submit such hospital claims, ADMINISTRATOR shall withhold amount due Contractor for any amount
21 that would have been paid had Contractor sought reimbursement.

22 Q. Physician/Psychologist Services – COUNTY shall include reimbursement for physician and
23 psychologist services in COUNTY's reimbursement to hospital providers in the daily rate payment to
24 Hospitals. Hospital providers shall bill on behalf of the physician and/or psychologist providing
25 services to COUNTY Clients and Hospital providers are responsible for ensuring that this
26 reimbursement is provided to the physician and/or psychologist.

27 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the
28 Payments Paragraph of this Exhibit A to the Agreement.

30 **V. REPORTS**

31 A. CONTRACTOR shall maintain records and make statistical reports as required by
32 ADMINISTRATOR and/or DHCS on forms provided by either agency.

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

37 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

1 Reports Paragraph of this Exhibit A to the Agreement.

3 **VI. SERVICES**

4 A. FACILITY – CONTRACTOR shall provide Psychiatric Inpatient Hospital Services at the
5 following location:

7 3350 West Ball Road
8 Anaheim, CA 92804

10 1. This Facility must be licensed by the California Department of Public Health (CDPH) as a
11 general acute care hospital as defined in Health & Safety Code Section 1250(a) or as an acute
12 psychiatric hospital as defined in Section 1250(b);

13 2. Facility must be designated by the Orange County Board of Supervisors and approved by
14 the California Department of Health Care Services (DHCS) as a Lanterman-Petris-Short (LPS) facility
15 for 72-hour treatment and evaluation pursuant to Welfare & Institutions Code Section 5150 and 5585;

16 3. In addition to semi-private rooms, the facility shall include, at a minimum, space for dining,
17 group therapy and activities, a day room/visitor room and a seclusion room; and

18 4. Provider must maintain all licensure and certification in compliance with state and federal
19 regulations.

20 B. CLIENTS SERVED – CONTRACTOR shall admit and serve all Clients referred by
21 ADMINISTRATOR who meet ADMINISTRATOR’s criteria for acute psychiatric hospitalization and
22 who also meet the criteria approved by DHCS and the guidelines under Title 9, Chapter 11, Section
23 1820.205. This may include Clients with co-morbid medical conditions and substance use disorder.
24 CONTRACTOR shall not refuse admissions of Clients if they meet all the admission criteria identified
25 above.

26 1. TARGET POPULATION: Services shall be provided to seriously emotionally disturbed
27 and/or acutely mentally ill youth aged 13 – 17 years, adults 18 - 64, and/or older adults aged 65+ years
28 who may have co-occurring medical/substance use diagnosis, and who are experiencing a behavioral
29 health crisis that requires this highly restrictive level of care to ensure the safety of themselves and/or
30 others. These individuals may be deemed dangerous to themselves and/or others, or gravely disabled,
31 and come from all areas of Orange County.

32 2. Referrals from COUNTY and COUNTY-contracted Crisis Stabilization Units (CSUs) will
33 be prioritized for admission.

34 C. SERVICES PROVIDED

35 1. CONTRACTOR shall provide Psychiatric Inpatient Hospital Services, which include but
36 are not limited to physician services, psychologist services, and transportation services, in accordance
37 with WIC, Sections 5774, et seq. and 14680, et seq.

1 2. CONTRACTOR shall provide services that include but are not limited to psychiatric,
2 ancillary, testimony, medical, specialized services, and additional services required of general acute care
3 hospitals. CONTRACTOR's services shall be designed to engage seriously mentally ill adults and/or
4 seriously emotionally disturbed youth, including those who are dually diagnosed, in a partnership to
5 achieve the individual's wellness and recovery goals. CONTRACTOR shall provide services in
6 collaboration with the COUNTY's Director of Behavioral Health, or designee.

7 D. PSYCHIATRIC SERVICES – CONTRACTOR shall provide psychiatric services that include
8 psychiatric assessment, psychiatric treatment and psychiatric support services in accordance with all
9 applicable laws and regulations. Psychiatric services shall include but not be limited to:

10 1. A psychiatric evaluation within twenty-four (24) hours of admission by a licensed
11 psychiatrist. The psychiatric evaluation shall include a psychiatric history, diagnosis, and be completed
12 in accordance with the current DSM/ICD-10;

- 13 a. On-call psychiatric coverage twenty-four (24) hours a day/seven (7) days a week;
- 14 2. Assessment for voluntary and involuntary treatment;
- 15 3. A psycho-social assessment completed within forty-eight (48) hours of admission;
- 16 4. Psychometrics upon admission to gather clinical baseline and inform treatment decision-
17 making and evidence-based practices;
- 18 5. Initiation of an ITP of each new Client within twenty-four (24) hours of admission;
- 19 6. An ITP for each Client must be completed with signatures of the treatment team and the
20 Client (or explanation of inability to obtain) within seventy-two (72) hours of admission. All psychiatric,
21 psychological, and social services must be compatible with the ITP;
- 22 7. Nursing, psychological, and social interventions compatible with ITPs;
- 23 8. Crisis Intervention;
- 24 9. Education and supportive services;
- 25 10. Transportation Services;
- 26 11. Appropriate collateral therapy and interventions for each client; including provision or
27 supervision of family therapy sessions as indicated for youth;
- 28 12. Appropriate one-on-one, Client-to-staff counseling as appropriate to the diagnosis and ITP;
- 29 13. Documentation of Client's attendance and their participation in collateral therapy including
30 schedule of therapies, attendance log, and medical record progress notes;
- 31 14. Daily rounds and progress notes by psychiatrists on all Clients;
- 32 15. Discharge planning that includes but is not limited to continuing care planning, and referral
33 services. Discharge planning must begin upon admission and occur seven (7) days a week. Discharges
34 may occur seven (7) days a week;

35 b. ADMINISTRATOR may provide assistance to CONTRACTOR to initiate, develop
36 and finalize discharge planning and necessary follow-up services on a case-by-case basis;

37 16. CONTRACTOR shall document in the Client's medical record, for those Clients being

1 referred to a SNF at discharge, at least four (4) SNF contacts daily, Monday through Friday, until the
2 Client is either discharged or no longer requires a SNF level of care;

3 17. CONTRACTOR shall document, in the Client's medical record, for those Clients waiting
4 for LTC placement, contact with the ADMINISTRATOR's LTC Unit at least once every seven (7) days
5 until the Client is either discharged or no longer requires LTC services. Contact may be by fax, e-mail,
6 or direct telephone discussion with ADMINISTRATOR. If CONTRACTOR fails to document contact
7 with ADMINISTRATOR within a seven (7) day period, CONTRACTOR will be ineligible for
8 Administrative Day reimbursement until the next contact with ADMINISTRATOR;

9 18. CONTRACTOR shall contact COUNTY clinics daily, Monday through Friday, excluding
10 holidays, if the Client requires Board and Care placement, or until the Client is either discharged or no
11 longer requires Board and Care placement. CONTRACTOR shall comply with P&P's, established by
12 ADMINISTRATOR, for placing Board and Care Clients; and

13 19. On-call psychiatric and medical specialist coverage twenty-four (24) hours per day, seven
14 (7) days per week;

15 20. Daily evaluation and documentation by the treating psychiatrist for each day of psychiatric
16 service;

17 21. CONTRACTOR shall arrange a specific date and time for an aftercare appointment with a
18 COUNTY-operated or contracted outpatient mental health or substance use clinic twenty-four (24)
19 hours of discharge. Linkages with COUNTY-operated clinics or COUNTY contracted mental health or
20 substance use clinics must be made five (5) days a week, Monday through Friday. Linkages must be
21 documented in the Client's medical record. CONTRACTOR shall fax to the COUNTY-operated or
22 contracted clinic, at the time of discharge, the Hospital Discharge Referral Form or the hospital's
23 aftercare plan, the initial psychiatric evaluation, the history and physical examination report, recent lab
24 studies, the medication list, and any medical consults;

25 22. Services shall have a recovery-oriented, trauma-informed focus to promote Client
26 empowerment and will be tailored to fit the needs of the individual being served; and

27 23. CONTRACTOR shall promote the use of and collaborate with Peer Mentors, as available,
28 who provide direct support, education, and advocacy, as well as resource and linkage assistance to
29 Clients.

30 E. ANCILLARY SERVICES - CONTRACTOR shall provide ancillary services, necessary for the
31 evaluation and treatment of psychiatric conditions. Services shall be recovery-based, non-coercive and
32 must focus on assisting Clients to become more independent and self-sufficient. Services shall include,
33 but not be limited to, the following:

- 34 1. Group therapy;
- 35 2. Activities therapy and other adjunctive therapy;
- 36 3. Initial laboratory services that are consistent with CONTRACTOR's usual and customary
37 hospital admitting protocol;

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

3 5. Pharmaceutical services.

4 F. TESTIMONY SERVICES – CONTRACTOR shall provide expert witness testimony by
5 appropriate mental health professionals in all legal proceedings required for the institutionalization,
6 admission, or treatment of COUNTY Clients. These services shall include, but not be limited to, writs
7 of habeas corpus, capacity hearings, conservatorship, probable cause hearings, court-ordered evaluation,
8 and appeal and post-certification proceedings. ADMINISTRATOR shall provide representation to
9 CONTRACTOR, at ADMINISTRATOR’s cost and expense, in all legal proceedings required for
10 conservatorship. CONTRACTOR shall cooperate with ADMINISTRATOR in all such proceedings.
11 ADMINISTRATOR will provide hearing officers for probable cause hearings for Clients approved by
12 ADMINISTRATOR only.

13 1 Preparation of documentation required by Juvenile Court to authorize administration of
14 psychotropic medication for those youth under the jurisdiction of the juvenile court (JV220);

15 G. MEDICAL SERVICES – CONTRACTOR shall provide all medical care services deemed
16 appropriate according to usual and customary hospital practices without regard for payer status.
17 Medical services include physician and/or other professional services required by the Client.
18 CONTRACTOR shall provide transportation to the medical treatment and an escort to and from the
19 service.

20 1. CONTRACTOR shall provide medical history and physical exam within twenty-four (24)
21 hours of admission and laboratory and diagnostic services.

22 2. INPATIENT/OUTPATIENT ECT and MRI – CONTRACTOR shall provide ECT and MRI
23 services for Clients. ECT and MRI services must be performed pursuant to all legal and regulatory
24 requirements and be approved by ADMINISTRATOR in advance to treatment. ADMINISTRATOR
25 approval shall be documented in the Client’s medical record.

26 3. COMPUTERIZED TOMORGRAPHY (CT) – CONTRACTOR shall provide CT scans as
27 part of the diagnosis and evaluation of a Client’s psychiatric condition when indicated. CT scans must
28 be approved by ADMINISTRATOR in advance of treatment. ADMINISTRATOR approval shall be
29 documented in the Client’s medical record.

30 H. ADDITIONAL SERVICES – Additional services shall include, but not be limited to, the
31 following:

32 1. Direct Services – including a therapeutic milieu, room and dietetic services, nursing
33 services, including drug administration and Client care, and a Client activity program including
34 adjunctive therapy and rehabilitation services.

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

37 3. In-Service Training – Provide formalized in-service training to staff that focuses on subjects

1 that increase their expertise in mental health services and ability to manage and serve Clients, including
2 the Recovery Model, Trauma-informed care, and substance use issues and treatment for individuals with
3 dual-diagnosis.

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

7 I. CONTRACTOR shall provide a copy of the “County Guide to Medi-Cal Mental Health
8 Services” and “County Behavioral Health Services Plan Provider List” to each
9 Client/guardian/conservator at the time of admission. CONTRACTOR shall ensure that the Client signs
10 a form indicating receipt of both handbooks, and this form shall become part of the Client’s medical
11 record. If the Client refuses to sign or receive the handbooks, a hospital staff member shall document
12 that the handbooks were provided and/or received and the Client refused to sign and/or receive the
13 handbooks.

14 J. CONTRACTOR shall provide the Client/guardian/conservator the DHCS notification materials
15 entitled “EPSDT” and “TBS” to each full-scope Medi-Cal Client under twenty-one (21) years of age
16 admitted for acute psychiatric inpatient services. CONTRACTOR shall document in the Client’s
17 medical record that these materials were provided.

18 K. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, to any individual who
19 received services under the Agreement.

20 L. CONTRACTOR shall allow ADMINISTRATOR to conduct a face-to-face evaluation of the
21 Client for assessment and recommendation to CONTRACTOR regarding the appropriate level of care
22 and need for the Clients’ hospitalization.

23 M. CONTRACTOR shall send a completed Hospital Discharge Referral Form or a copy of the
24 Hospital’s Aftercare Plan to the appropriate clinic at the time of Client discharge, for Medi-Cal Clients
25 being referred to COUNTY outpatient clinics or COUNTY contracted outpatient clinics. COUNTY
26 Clients shall be discharged with medication prescriptions or a seven (7) days’ supply of medications.
27 This includes psychiatric medications and other medications needed to treat concurrent medical
28 conditions. CONTRACTOR will also fax copies of the Initial Psychiatric Evaluation, History and
29 Physical Exam, most recent lab studies, medical consults, and Medication Sheets.

30 N. QUALITY IMPROVEMENT – CONTRACTOR shall cooperate with ADMINISTRATOR in
31 meeting quality improvement and utilization review requirements. Quality improvement and utilization
32 reviews shall include, but not be limited to, performance outcome studies and Client satisfaction
33 surveys. CONTRACTOR shall cooperate with managed care procedures related to treatment
34 authorization, including the provision of working space for ADMINISTRATOR to conduct visits with
35 the Client, interview staff and perform chart reviews.

36 O. PERFORMANCE OBJECTIVES –

37 1. CONTRACTOR shall perform outcome studies, on-site reviews and written reports to be

1 made available to ADMINISTRATOR upon request.

2 2. One hundred percent (100%) of all Clients discharged to the community will be scheduled a
3 follow-up outpatient services appointment to occur within twenty-four (24) hours of discharge.

4 3. CONTRACTOR shall track and report to ADMINISTRATOR:

- 5 a. Recidivism of Clients who are re-hospitalized within fourteen (14) days of discharge;
6 b. All incidents of seclusion and restraints;
7 c. The number of admissions per month broken out by referral source and by youth, adult,
8 and older adult populations;
9 d. The average length of stay (LOS) per month

10 P. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally
11 and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain
12 documentation of such efforts which may include, but not be limited to: records of participation in
13 COUNTY sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in
14 multiple languages and formats, as appropriate; and descriptions of measures taken to enhance
15 accessibility for, and sensitivity to, persons who are physically challenged.

16 Q. CONTRACTOR shall provide Inpatient Psychiatric Hospital Services that are non-
17 discriminatory and tailored to meet the individual needs of the multi-cultural Clients served under the
18 Agreement. CONTRACTOR shall demonstrate program access, linguistically appropriate and timely
19 mental health service delivery, staff training, and organizational P&P's related to the treatment of
20 culturally diverse populations. CONTRACTOR shall ensure that high quality accessible mental health
21 care includes:

22 1. Clinical care and therapeutic interventions which are linguistically and culturally
23 appropriate; including, at a minimum, admission, discharge, and medication consent forms available in
24 all Orange County threshold languages;

25 2. Medically appropriate interventions which acknowledge specific cultural influences;

26 3. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified
27 need;

28 4. Screening and certification of interpreters;

29 5. Client related information translated into the various languages of the diverse populations
30 served.

31 R. 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.
35 CONTRACTOR shall provide professional, allied, and supportive paramedical personnel to provide all
36 necessary and appropriate Psychiatric Inpatient Hospital Services. CONTRACTOR must provide
37

1 sufficient staff to support the services provided pursuant to the Agreement.

2 B. CONTRACTOR shall provide the following administrative staff:

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

5 2. Clinical Program Director who qualifies under Title 9, CCR, Section 620(d), 623, 624, 625,
6 or 627;

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

9 4. Clerical support;

10 5. Staff who reflect the linguistic and cultural patterns of the population to be served;

11 6. Staff to comply with Concurrent Review processes as outlined in DHCS Information Notice
12 19-026 and COUNTY Policies and Procedures to ensure notification to the COUNTY third party
13 contractor of Client admission within twenty-four (24) hours of admission.

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

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

33 1. Background information for identifying and treating mental illnesses and related health
34 conditions not commonly found in the dominant client population;

35 2. Utilization of non-psychiatrically trained interpreters in taking Client histories and assisting
36 with communication relating to mental health treatment; and

37 3. Strategies for utilizing the belief patterns and family support systems of Clients to promote

1 adherence to the course of treatment and assuming responsibility for preventive mental health behaviors.

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

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1 EXHIBIT B
 2 AGREEMENT FOR PROVISION OF
 3 INPATIENT BEHAVIORAL HEALTH SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND

7 ANAHEIM COMMUNITY HOSPITAL, LLC
 8 UPON EXECUTION OF ALL AUTHORIZED SIGNATURES THROUGH JUNE 30, 2024
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 33 Subparagraphs B.9. and B.14., apply to the CONTRACTOR in the same manner as they apply to the
 34 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 35 terms of this Business Associate Contract and the applicable standards, implementation specifications,
 36 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
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1 with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to
2 the Agreement.

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29 18. “Use” shall have the meaning given to such term under the HIPAA regulations in
30 45 CFR § 160.103.

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

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

35 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
36 Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to
37 //

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 other than as provided for by this Business Associate Contract.

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

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

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

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

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

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

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

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

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
36 a time and manner to be determined by COUNTY, that information collected in accordance with the
37 //

1 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of
2 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

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

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

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

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

37 //

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

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

7 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

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

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

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

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

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

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

- 36 1) Upper case letters (A-Z)
- 37 2) Lower case letters (a-z)

1 3) Arabic numerals (0-9)

2 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

37 3. Audit Controls

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

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

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

14 4. Business Continuity/Disaster Recovery Control

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

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

27 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

2 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
3 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
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,
7 for 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
13 is 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
15 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
16 been breached.

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

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

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

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

26 H. PROHIBITED USES AND DISCLOSURES

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

32 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
33 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
34 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
35 42 USC § 17935(d)(2).

36 I. OBLIGATIONS OF COUNTY

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

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

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

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

12 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 AGREEMENT FOR PROVISION OF
 INPATIENT BEHAVIORAL HEALTH SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 ANAHEIM COMMUNITY HOSPITAL, LLC
 UPON EXECUTION OF ALL AUTHORIZED SIGNATURES THROUGH JUNE 30, 2024

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).

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

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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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