

1 AMENDMENT NO. ~~1~~2 TO CONTRACT FOR PROVISION OF
2 SUBSTANCE-USE DISORDER PEER MENTORING SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 PHOENIX HOUSE ORANGE COUNTY, INC.
7 AUGUST 14, 2020 THROUGH JUNE 30, 2023~~5~~

8
9 THIS CONTRACT entered into this 14th day of August 2020 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Phoenix House
11 Orange County, Inc., a California (nonprofit corporation), (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
13 “Parties.” This Contract shall be administered by the County of Orange Health Care Agency or an
14 authorized designee (“ADMINISTRATOR”).

15
16 **W I T N E S S E T H:**

17
18 WHEREAS, COUNTY wishes to contract with Phoenix House of Orange County, Inc. for the
19 provision of Substance-Use Disorder Peer Mentoring Services described herein to the Health Care
20 Agency Staff and those at Health Care Agency contracted providers of Orange County; and

21 WHEREAS, the Parties executed Amendment No. 1 to amend the language in Exhibit A, Paragraph
22 V. Services; and

23 WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph VII.
24 and Exhibit A of the Contract and to renew the Contract for two years for County to continue receiving
25 and Contractor to continue providing the services set forth in the Contract.

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

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

30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	7
III. Assignment of Debts.....	7
IV. Compliance	7
V. Confidentiality.....	12
VI. Conflict of Interest	12
VII. Cost Report.....	13
VIII. Debarment and Suspension Certification	14
IX. Delegation, Assignment and Subcontracts.....	15
X. Dispute Resolution	17
XI. Employee Eligibility Verification	18
XII. Equipment	18
XIII. Facilities, Payments and Services.....	19
XIV. Indemnification and Insurance	19
XV. Inspections and Audits	24
XVI. Licenses and Laws	25
XVII. Literature, Advertisements and Social Media.....	27
XVIII. Maximum Obligation.....	28
XIX. Minimum Wage Laws	28
XX. Nondiscrimination.....	29
XXI. Notices.....	31
XXII. Notification of Death	31
XXIII. Notification of Public Events and Meetings	32
XXIV. Records Management and Maintenance	32
XXV. Research and Publication.....	33
XXVI. Severability.....	33
XXVII. Special Provisions	33
XXVIII. Status of Contractor	35
XXIX. Term	35
XXX. Termination	35
XXXI. Third Party Beneficiary	37
XXXII. Waiver of Default or Breach.....	37
XXXIII. Signature Page.....	39 ³⁸

REFERENCED CONTRACT PROVISIONS

Term: August 14, 2020 through June 30, 2023~~5~~

Period One means the period from August 14, 2020 through June 30, 2021

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

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

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

Period Four means the period from July 1, 2024 through June 30, 2025

Maximum Obligation Amount Not To Exceed:

Period One	Maximum Obligation Amount Not To Exceed	Obligation:	\$ 500,000
Period Two	Maximum Obligation Amount Not To Exceed:		500,000
Period Three	Maximum Obligation Amount Not To Exceed:-		500,000
Period Four	Amount Not To Exceed:		\$500,000
Period Five	Amount Not To Exceed:		\$500,000
TOTAL MAXIMUM OBLIGATION:			\$1,500,000 <u>2,500,000</u>

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-023-1878

CONTRACTOR TAX ID Number: 22-2268070

<u>CFDA#</u>	<u>FAIN #</u>	<u>Program Services Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Indirect Rate</u>	<u>R&D Award (Y/N)</u>
93.959	TI10062-20	Substance Abuse and Prevention Treatment Block Grant	SAMHSA	10/1/19 TO 6/30/21	\$19,276,499	10%	N/A

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
 Health Care Agency
 Contract Services
 405 West 5th Street, Suite 600

1 Santa Ana, CA 92701-4637

2 CONTRACTOR: Phoenix House Orange County, Inc.

3 1207 E Fruit Street

4 Santa Ana, CA

5 Shawna R. Morris, President and CEO, smorris@phoenixhouseca.org

6 **I. ACRONYMS**

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

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

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

1	BO. PII	Personally Identifiable Information
2	BP. PRA	California Public Records Act
3	BQ. PSC	Professional Services Contract System
4	BR. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
5	BS. SIR	Self-Insured Retention
6	BT. SMA	Statewide Maximum Allowable (rate)
7	BU. SOW	Scope of Work
8	BV. SUD	Substance Use Disorder
9	BW. UMDAP	Uniform Method of Determining Ability to Pay
10	BX. UOS	Units of Service
11	BY. USC	United States Code
12	BZ. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

36 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
 37 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to

1 General Compliance and Annual Provider Trainings.

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

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

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

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

34 5. Upon written confirmation from ADMINISTRATOR's compliance officer that
35 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
36 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
37 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,

1 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

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

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

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

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

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

22 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
23 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
24 Contract.

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

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

36 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
37 federal and state funded health care services by contract with COUNTY in the event that they are

1 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
 2 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 3 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 4 business operations related to this Contract.

5 //

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

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

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

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

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

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

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

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

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

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

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

37 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall

1 provide copies of the certifications upon request.

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

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

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

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

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

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

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

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

26 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
27 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
28 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
29 §1810.410.subds.(c)-(d).

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

36 //

37 //

1 //

V. CONFIDENTIALITY

3 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
4 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
5 regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may
6 hereafter be amended or changed.

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

14 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate
15 disclosure in connection with activity funded under this Contract. This system shall include provisions
16 for employee education on the confidentiality requirements, and the fact that disciplinary action may
17 occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and
18 technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and
19 availability of all confidential information that it creates, receives, maintains or transmits.
20 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

21 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
22 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
23 regulations regarding confidentiality.

24 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
25 security, and shall include them in all subcontracts.

26 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
27 week, of any suspected or actual breach of its computer system.

VI. CONFLICT OF INTEREST

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

1 //

VII. COST REPORT

3 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two ~~and~~ Period
4 Three, Period Four and Period Five or for a portion thereof, to COUNTY no later than forty-five (45)
5 calendar days following the period for which they are prepared or termination of this Contract.

6 CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and
7 COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract.

8 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
9 and funding sources in accordance with such requirements and consistent with prudent business
10 practice, which costs and allocations shall be supported by source documentation maintained by
11 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

12 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
13 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
14 following:

15 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each
16 business day after the above specified due date that the accurate and complete Cost Report is not
17 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late
18 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
19 CONTRACTOR.

20 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
21 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the
22 accurate and complete Cost Report is delivered to ADMINISTRATOR.

23 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
24 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
25 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
26 extensions be granted for more than seven (7) calendar days.

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

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

37 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,

1 less applicable revenues and any late penalty, not to exceed COUNTY's ~~Maximum Obligation~~ Not to
2 Exceed Amount as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR
3 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal,
4 state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to
5 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or
6 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,
7 within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any
8 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

9 D. Unless approved by ADMINISTRATOR, costs that exceed the SMA rates per Medi-Cal Unit of
10 Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

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

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

16
17 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
18 supporting documentation prepared by for the cost report period beginning and ending
19 and that, to the best of my knowledge and belief, costs reimbursed through this
20 Contract are reasonable and allowable and directly or indirectly related to the services
21 provided and that this Cost Report is a true, correct, and complete statement from the
22 books and records of (provider name) in accordance with applicable instructions,
23 except as noted. I also hereby certify that I have the authority to execute the
24 accompanying Cost Report.

25
26 Signed _____
27 Name _____
28 Title _____
29 Date _____"

30
31 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

32 A. CONTRACTOR certifies that it and its principals:

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

35 2. Have not within a three-year period preceding this Contract been convicted of or had a civil
36 judgment rendered against them for commission of fraud or a criminal offense in connection with
37 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract

1 under a public transaction; violation of federal or state antitrust statutes or commission of
 2 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or
 3 receiving stolen property.

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

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

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

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

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

19 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

20 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 21 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
 22 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 23 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 24 Any attempted assignment or delegation in derogation of this paragraph shall be void.
 25

26 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
 27 business prior to completion of this Contract, and COUNTY agrees to the change or transfer in
 28 ownership as it relates to the Contract, the new owners shall be required under the terms of sale or other
 29 instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Contract
 30 and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights
 31 hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

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

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

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

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

1 provided by consultants.

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

11 **X. DISPUTE RESOLUTION**

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

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

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

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

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

34 D. This Contract has been negotiated and executed in the State of California and shall be governed
35 by and construed under the laws of the State of California. In the event of any legal action to enforce or
36 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
37 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of

1 such court, notwithstanding Code of Civil Procedure Section 394.

2 //

3 Furthermore, the Parties specifically agree to waive any and all rights to request that an action be
4 transferred for adjudication to another county.

5 6 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

16 17 **XII. EQUIPMENT**

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

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

35 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
36 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
37 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it

1 is purchased. Title of expensed Equipment shall be vested with COUNTY.

2 //

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

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

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

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

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

21 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

27 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
28 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total **Maximum**
29 **Obligation** ~~Not to Exceed Amount~~ for the appropriate Period as well as the Total **Maximum**
30 **Obligation** ~~Not to Exceed Amount~~ shall be in an amount proportionate to the number of days in which
31 CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.
32

33 **XIV. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
37

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
2 including but not limited to personal injury or property damage, arising from or related to the services,
3 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
6 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
7 request a jury apportionment.

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

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

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

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

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

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

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

3 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or less)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

34 H. REQUIRED COVERAGE FORMS

35 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
36 substitute form providing liability coverage at least as broad.
37

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

37 O. Insurance certificates should be forwarded to the department address listed in the Referenced

1 Contract Provision.

2 P. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
3 days of notification by COUNTY, COUNTY may terminate this Contract immediately, upon written
4 notice.

5 //

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

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

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

18 T. SUBMISSION OF INSURANCE DOCUMENTS

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

20 a. Prior to the start date of this Contract.

21 b. No later than the expiration date for each policy.

22 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
23 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

24 2. The COI and endorsements shall be provided to the COUNTY at the address as set forth in
25 the Referenced Contract Provisions of this Contract.

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

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

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

37 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from

1 CONTRACTOR's monthly invoice.

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

5
6 **XV. INSPECTIONS AND AUDITS**

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

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

21 C. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records,
22 documents, contracts, computers, or other electronic systems pertaining to Medi-Cal/Drug Medi-Cal
23 enrollees, Medi-Cal/Drug Medi-Cal-related activities, services and activities furnished under the terms
24 of the Contract or determinations of amounts payable available at any time for inspection, examination
25 of copying by the State, CMS, HHS Inspector General, the United States Comptroller General, their
26 designees, and other authorized federal and state agencies. (42 CFR §438.3(h)) This audit right will
27 exist for ten (10) years from the final date of the contract period or from the date of completion of any
28 audit, whichever is later. (42 CFR §438.230(c)(3)(iii).) The State, CMS, or the HHS Inspector General
29 may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of
30 fraud or similar risk, then. (42 CFR §438.230(c)(3)(iv).)

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

36 //

37 //

1
2 E. ADMINISTRATOR shall inform providers and CONTRACTOR, at the time they enter into a
3 contract, of the following:

4 1. Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in
5 42 C.F.R. 438.400 through 42 C.F.R. 438.424.

6 2. The beneficiary's right to file grievances and appeals and the requirements and timeframes
7 for filing.

8 3. The availability of assistance to the beneficiary with filing grievances and appeals.

9 4. The beneficiary's right to request continuation of benefits that ADMINISTRATOR seeks to
10 reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes,
11 although the beneficiary may be liable for the cost of any continued benefits while the appeal or state
12 fair hearing is pending if the final decision is adverse to the beneficiary.

13 5. The conduction of random reviews to ensure beneficiaries are being notified in a timely
14 manner.

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

19 20 **XVI. LICENSES AND LAWS**

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

29 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar
30 days of the award of this Contract:

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

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

36 2. It is expressly understood that this data will be transmitted to governmental agencies
37 charged with the establishment and enforcement of child support orders, or as permitted by federal

1 and/or state statute.

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

- 5 1. ARRA of 2009.
- 6 2. Trafficking Victims Protection Act of 2000.
- 7 3. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 8 4. CCC §§1798.80 through 1798.84, Customer Records.
- 9 5. CCC §1798.85, Confidentiality of Social Security Numbers.
- 10 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
11 Security.
- 12 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
13 Master Plans.
- 14 8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 15 9. HSC, §11876, Narcotic Treatment Programs.
- 16 10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 17 11. Code of Federal Regulations, Title 42, Public Health.
- 18 12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 19 13. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 20 14. 41 CFR 50, Public Contracts and Property Management.
- 21 15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 22 16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
23 prevention and treatment block grants and/or projects for assistance in transition from homelessness
24 grants.
- 25 17. 45 CFR 93, New Restrictions on Lobbying.
- 26 18. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 27 19. 45 CFR 96.132, Additional Contracts.
- 28 20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 29 21. 45 CFR 160, General Administrative Requirements.
- 30 22. 45 CFR 162, Administrative Requirements.
- 31 23. 45 CFR 164, Security and Privacy.
- 32 24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 33 25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 34 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
35 Contracting and Financial Transactions.
- 36 27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
37 National Institute on Drug Abuse.

1 28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
2 Administration.

3 29. 42 USC §290dd-2, Confidentiality of Records.

4 30. 42 USC §1320(a), Uniform reporting systems for health services facilities and
5 organizations.

6 31. 42 USC §§1320d through 1320d-9, Administrative Simplification.

7 32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.

8 33. 42 USC §6101 et seq., Age Discrimination Act of 1975.

9 34. 42 USC §2000d, Civil Rights Act of 1964.

10 35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
11 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

12 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
13 Grants Policy Statement (10/13).

14 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-
15 Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.

16 38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
17 Manual.

18 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
19 Program Certification Standards, March 2004.

20 40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and
21 77143(a).

22 41. State of California, Department of Health Care Services ASRS Manual.

23 42. State of California, Department of Health Care Services DPFS Manual.

24 43. HSC §123145.

25 44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

27 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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

11 E. CONTRACTOR shall also clearly explain through these materials that there shall be no
 12 unlawful use of drugs or alcohol associated with the services provided pursuant to this Contract, as
 13 specified in HSC, §11999-11999.3.

14 **XVIII. MAXIMUM OBLIGATION**

15 A. The Total ~~Maximum Obligation~~ Not to Exceed Amount of COUNTY for services provided in
 16 accordance with this Contract, and the separate ~~Maximum Obligation~~ Not to Exceed Amounts for each
 17 period under this Contract, are as specified in the Referenced Contract Provisions of this Contract,
 18 except as allowed for in Subparagraph B. below.

19 B. ADMINISTRATOR may amend the ~~Maximum Obligation~~ Not to Exceed Amount by an amount
 20 not to exceed ten percent (10%) of Period One funding for this Contract.

21 **XIX. MINIMUM WAGE LAWS**

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

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

32 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
 33 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
 34 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
 35 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.
 36
 37

1 //

XX. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental

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

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

20 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
 21 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all
 22 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 23 ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.

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

28 a. COUNTY shall establish a formal resolution and grievance process in the event
 29 grievance is not able to be resolved at point of service.

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

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

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

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

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

12 **XXI. NOTICES**

13
14 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
15 authorized or required by this Contract shall be effective:

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

19 2. When faxed, transmission confirmed;

20 3. When sent by Email; or

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

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

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

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

33 **XXII. NOTIFICATION OF DEATH**

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

36 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
37

1 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
2 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

6 2. WRITTEN NOTIFICATION

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

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

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

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

19
20 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

28
29 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

33 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
34 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

35 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
36 preparation, and confidentiality of records related to Client records are met at all times.

37 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the

1 commencement of the Contract, unless a longer period is required due to legal proceedings such as
2 litigations and/or settlement of claims.

3 E. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges,
4 billings, and revenues available at one (1) location within the limits of the County of Orange.

5 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
6 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
7 CONTRACTOR.

8 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
9 settlement of claims for a longer term as directed by ADMINISTRATOR.

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

13 **XXV. RESEARCH AND PUBLICATION**

14 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
15 of, or developed, as a result of this Contract for any purpose other than performance of services under
16 this contract.
17

18 **XXVI. SEVERABILITY**

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

25 **XXVII. SPECIAL PROVISIONS**

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

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

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

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

7 8. Severance pay for separating employees.

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

10 10. Purchasing or improving land, including constructing or permanently improving any
11 building or facility, except for tenant improvements.

12 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
13 funds (matching).

14 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

15 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
16 alcohol.

17 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the
18 Controlled Substance Act (21 USC 812).

19 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
20 injection of any illegal drug.

21 16. Assisting, promoting, or deterring union organizing.

22 17. Providing inpatient hospital services or purchasing major medical equipment.

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

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

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

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

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

31 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
32 CONTRACTOR's Clients.

33 C. Neither Party shall be responsible for delays or failures in performance resulting from acts
34 beyond the control of the affected Party. Such acts shall include, but not be limited to, acts of God, fire,
35 flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public
36 related utility, or governmental statutes or regulations imposed after the fact.

37 //

1 //

XXVIII. STATUS OF CONTRACTOR

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

XXIX. TERM

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

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

XXX. TERMINATION

A. Either party may terminate this Contract, without cause, upon thirty (30) calendar day written notice given the other party. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to

1 another entity without the prior written consent of COUNTY.

2 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
3 required pursuant to this Contract.

4 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
5 this Contract.

6 6. The continued incapacity of any physician or licensed person to perform duties required
7 pursuant to this Contract.

8 7. Unethical conduct or malpractice by any physician or licensed person providing services
9 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
10 removes such physician or licensed person from serving persons treated or assisted pursuant to this
11 Contract.

12 C. CONTINGENT FUNDING

13 1. Any obligation of COUNTY under this Contract is contingent upon the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17
18 **XXXI. THIRD PARTY BENEFICIARY**

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

21
22 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

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

3 PHOENIX HOUSE ORANGE COUNTY, INC.
4

5
6 BY: _____ DATED: _____
7

8 TITLE: _____
9

10
11
12
13
14 COUNTY OF ORANGE
15

16
17 BY: _____ DATED: _____
18

19 HEALTH CARE AGENCY
20

21
22
23 APPROVED AS TO FORM
24 OFFICE OF THE COUNTY COUNSEL
25 ORANGE COUNTY, CALIFORNIA
26

27
28 BY: _____ DATED: _____
29

30 DEPUTY
31
32

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

1 physically present.

2 8. Intake means the initial meeting between a Client and CONTRACTOR staff in which
3 specific information about the Client is gathered and standard admission forms completed pursuant to
4 this Contract.

5 9. Integrated Records Information System (IRIS) means a collection of applications and
6 databases that serve the needs of programs within HCA and includes functionality such as registration
7 and scheduling, laboratory information system, billing and reporting capabilities, compliance with
8 regulatory requirements, electronic medical records, and other relevant applications.

9 10. Linkage means connecting Clients to ancillary services such as outpatient and/or residential
10 treatment and supportive services which may include self-help groups, social services, rehabilitation
11 services, vocational services, job training services, or other appropriate services.

12 11. Outreach means contacting current or potential Clients to link them to appropriate services
13 and may include activities that involve educating the community about the services offered and
14 requirements for participation in the programs.

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

21 13. Recovery means a process of change through which Clients improve their health and
22 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
23 dimensions to support recovery in life:

24 a. Health: Overcoming or managing one's disease(s) as well as living in a physically and
25 emotionally healthy way;

26 b. Home: A stable and safe place to live;

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

30 d. Community: Relationships and social networks that provides support, friendship, love,
31 and hope.

32 14. Self Help Meeting means a non-professional, peer participatory meeting formed by people
33 with a common problem or situation offering mutual support to each other towards a goal of healing or
34 recovery.

35 15. Substance Use Disorder (SUD) means a condition in which the use of one or more
36 substances leads to a clinically significant impairment or distress per the DSM-5.

37 16. Telehealth means services between CONTRACTOR and Client via interactive audio and

1 video telecommunication systems. Telehealth between providers means communication between two
 2 providers for purpose of consultation, performed via interactive audio and video telecommunication
 3 systems.

4 17. Token means the security device which allows an individual user to access
 5 ADMINISTRATOR's computer-based IRIS.

6 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 7 Common Terms and Definitions Paragraph of this Exhibit A to the Contract." ~~A. The parties agree to
 8 the following terms and definitions, and to those terms and definitions which, for convenience, are set
 9 forth elsewhere in the Contract.~~

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

14 ~~2. Case Management Care Coordination means services including, but not limited to, referral
 15 and linkage to ancillary services not provided by CONTRACTOR such as contacting outside agencies
 16 and making referrals for services, including academic education, vocational training, medical and dental
 17 treatment, pre and post counseling and testing for infectious diseases, legal assistance, job search
 18 assistance, financial assistance, childcare, and self-help programs such as 12-step programs to help the
 19 Client build support in the community and deal with impairments in life skills due to their substance use
 20 problems disorder. Case management Care Coordination services include periodic reassessment of the
 21 Client's need for continued case management services and assistance to successfully transition to lower
 22 or higher levels of care, as determined by review of the treatment plan the client's treatment provider.~~

23 ~~3. Client means an individual male or female aged twelve (12) and over, for whom a
 24 COUNTY-approved intake and admission for peer mentoring services has been completed pursuant to
 25 this Contract. referred by COUNTY or enrolled in CONTRACTOR's program for services under the
 26 Contract.~~

27 ~~4. Cognitive Behavioral Therapy (CBT) means a treatment that is effective to assist
 28 individuals in a process of change. CBT includes cognitive-behavioral coping skills, contingency
 29 management and relapse prevention therapy. CBT emphasizes the following principles: reducing
 30 exposure to substances; fostering motivation for abstinence; using self monitoring or objective
 31 monitoring; recognizing and coping with urges, cravings and negative affect; cognitive restructuring;
 32 breathing retraining; identifying cognitive and behavioral processes with relapse potential; and
 33 developing a clear plan for urges and cravings, use and relapse.~~ 5. Diagnosis means the
 34 definition of the nature of the Client's substance use disorder.

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

1 #

2 ~~67. EBP means evidence-based practices and refers to Evidence-based practice (EPB) refers to the~~
3 ~~interventions utilized for which there is consistent scientific evidence showing it improved client~~
4 ~~outcomes and meets the following criteria: it has been replicated in more than one geographic or practice~~
5 ~~setting with consistent results; it is recognized in scientific journals by one or more published articles; it~~
6 ~~has been documented and put into manual forms; it produces specific outcomes when adhering to the~~
7 ~~fidelity of the model.~~

8 ~~78. Face-to-Face means an encounter between Client and provider where they are both~~
9 ~~physically present.~~

10 ~~9. Intake is the initial meeting between a Client and CONTRACTOR staff in which specific~~
11 ~~information about the Client is gathered and standard admission forms completed pursuant to this~~
12 ~~Contract.~~

13 ~~10. Integrated Records Information System (IRIS) means a collection of applications and~~
14 ~~databases that serve the needs of programs within HCA and includes functionality such as registration~~
15 ~~and scheduling, laboratory information system, billing and reporting capabilities, compliance with~~
16 ~~regulatory requirements, electronic medical records, and other relevant applications.~~

17 ~~118. Linkage means connecting Clients to ancillary services such as outpatient and/or~~
18 ~~residential treatment and supportive services which may include self-help groups, social services,~~
19 ~~rehabilitation services, vocational services, job training services, or other appropriate services.~~

20 ~~Linkage means to assist an individual to connect with a referral.~~

21 ~~912. Outreach means the outreach contacting to current or potential Clients to link them to~~
22 ~~appropriate services and may include activities that involve educating the community about the services~~
23 ~~offered and requirements for participation in the programs.~~

24 ~~1013. PHI means Protected Health Information (PHI) and refers to individually identifiable~~
25 ~~health information usually transmitted by electronic media, maintained in any medium as defined in the~~
26 ~~regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is~~
27 ~~created or received by a covered entity and relates to the past, present, or future physical or mental~~
28 ~~health or condition of an individual, provision of health care to an individual, or the past, present, or~~
29 ~~future payment for health care provided to an individual.~~

30 ~~1114. Recovery means a process of change through which individuals improve their health~~
31 ~~and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major~~
32 ~~dimensions to support recovery in life:~~

33 ~~a. Health: Overcoming or managing one's disease(s) as well as living in a physically and~~
34 ~~emotionally healthy way;~~

35 ~~b. Home: A stable and safe place to live;~~

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

1 and

2 ~~_____ d. Community: Relationships and social networks that provides support, friendship, love,~~
 3 ~~and hope.~~

4 ~~_____ 12. Referral means to send an individual to another person or place for services, help, advice,~~
 5 ~~etc.~~

6 ~~_____ 1315. Self Help Meeting means a non professional, peer participatory meeting formed by~~
 7 ~~people with a common problem or situation offering mutual support to each other towards a goal of~~
 8 ~~healing or recovery.~~

9 ~~_____ 16. Substance Use Disorder (SUD) means substance use disorder and refers to a condition in~~
 10 ~~which the use of one or more substances leads to a clinically significant impairment or distress per the~~
 11 ~~DSM-5.~~

12 ~~_____ 17. Telehealth means services between CONTRACTOR and Client via interactive audio and~~
 13 ~~video telecommunication systems. Telehealth between providers means communication between two~~
 14 ~~providers for purpose of consultation, performed via interactive audio and video telecommunication~~
 15 ~~systems.~~

16 ~~_____ 18. Token means the security device which allows an individual user to access~~
 17 ~~ADMINISTRATOR's computer based IRIS.~~

18 ~~_____ B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 19 ~~Common Terms and Definitions Paragraph of this Exhibit A to the Contract.~~

21 **II. BUDGET**

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

26 ADMINISTRATIVE	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
27 COST	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
28 Salaries	\$ 9,464	\$ 10,816	\$ 10,816	\$ 31,096
29 Benefits	2,271	2,596	2,596	7,463
30 Services & Supplies	174	190	190	554
31 Indirect Costs	<u>65,217</u>	<u>65,217</u>	<u>65,217</u>	195,651
32 SUBTOTAL	\$ 77,126	\$ 78,818	\$ 78,818	\$ 234,764
33 ADMINISTRATIVE				
34 COST				
35 PROGRAM COST				
36 Salaries	\$232,974	\$253,744	\$253,744	\$740,462
37 Benefits	55,912	60,899	60,899	177,710

1	Services and Supplies	<u>133,988</u>	<u>106,539</u>	<u>106,539</u>	<u>347,066</u>
2	SUBTOTAL	\$422,874	\$421,182	\$421,182	<u>\$1,265,238</u>
3	PROGRAM COST				
4	TOTAL GROSS COST	\$500,000	\$500,000	\$500,000	<u>\$1,500,000</u>
5					
6					
7	SAPT FUNDING	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$1,500,000</u>
8					
9	TOTAL REVENUE	\$500,000	\$500,000	\$500,000	<u>\$1,500,000</u>
10	TOTAL MAXIMUM				
11	OBLIGATION	\$500,000	\$500,000	\$500,000	<u>\$1,500,000</u>

	PERIOD	PERIOD	TOTAL (Includes
"ADMINISTRATIVE COST	FOUR	FIVE	Period One through
			Five)
Salaries	\$ 8,652	\$ 8,652	\$ 48,400
Benefits Services & Supplies	1,947	1,947	11,356
	0.00	0.00	554
Indirect Costs	63,835	63,835	323,321
SUBTOTAL ADMINISTRATIVE	\$ 74,434	\$ 74,434	\$ 383,631
COST			
PROGRAM COST			
Salaries	\$286,988	\$286,988	\$ 1,314,437
Benefits	64,572	64,572	306,854
Services and Supplies	74,007	74,007	495,079
SUBTOTAL PROGRAM COST	\$425,566	\$425,566	\$2,116,371
TOTAL GROSS COST	\$500,000	\$500,000	\$ 2,500,000
SAPT FUNDING	\$500,000	\$500,000	\$ 2,500,000
TOTAL REVENUE	\$500,000	\$500,000	\$ 2,500,000
TOTAL NOT TO EXCEED			
AMOUNT	\$500,000	\$500,000	\$2,500,000"

35 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
36 between budgeted line items within a program, for the purpose of meeting specific program needs or for
37 providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form

1 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 2 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a
 3 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 4 the sustaining annual impact of the shift as may be applicable to the current Contract period and/or
 5 future Contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing
 6 Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR.
 7 Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed
 8 Budget/Staffing Modification Request(s) may result in disallowance of those costs.

9 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 10 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 11 of service for which payment is claimed.

12 D. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
 13 recording, and reporting portion of the Contract with COUNTY. If administrative responsibilities are
 14 delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
 15 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
 16 are not limited, to the following:

- 17 1. Designate the responsible position(s) in your organization for managing the funds allocated
 18 to the program;
- 19 2. Maximize the use of the allocated funds;
- 20 3. Ensure timely and accurate reporting of monthly expenditures;
- 21 4. Maintain appropriate staffing levels;
- 22 5. Request budget and/or staffing modifications to the Contract;
- 23 6. Effectively communicate and monitor the program for its success;
- 24 7. Track and report expenditures electronically;
- 25 8. Maintain electronic and telephone communication between CONTRACTOR and
 26 ADMINISTRATOR; and
- 27 9. Act quickly to identify and solve problems.

28 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 29 Budget Paragraph of this Exhibit A to the Contract.

31 **III. PAYMENTS**

32 **A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided**
 33 **pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional**
 34 **amount of \$41,666 per month. All payments are interim payments only, and subject to Final Settlement**
 35 **in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be**
 36 **reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such**
 37 **payments does not exceed the Not to Exceed Amount for each Period as stated in the Referenced**

1 Contract Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable
 2 pursuant to COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay
 3 supplemental invoices for any month for which the provisional amount specified above has not been
 4 fully paid.

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

10 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
 11 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
 12 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
 13 receipts, receiving records, and records of services provided.

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

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

19 F. In conjunction with Subparagraph IV. C above, CONTRACTOR shall not enter Units of
 20 Service into the COUNTY IRIS system for services not rendered. If such information has been entered,
 21 CONTRACTOR shall make corrections within ten (10) calendar days from notification by
 22 ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall
 23 create a procedure to ensure separation of duties between the individual performing direct services
 24 (LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system.
 25 Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.

26 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 27 Payments Paragraph of this Exhibit A to the Contract." ~~A. BASIS FOR REIMBURSEMENT — As~~
 28 ~~compensation to CONTRACTOR for services provided pursuant to the Contract, COUNTY shall pay~~
 29 ~~CONTRACTOR monthly, in arrears, at the provisional amount of \$41,666 per month. All payments are~~
 30 ~~interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of~~
 31 ~~the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services~~
 32 ~~hereunder; provided, however, the total of such payments does not exceed the Maximum Obligation for~~
 33 ~~each Period as stated in the Referenced Contract Provisions of the Contract and, provided further,~~
 34 ~~CONTRACTOR's costs are reimbursable pursuant to COUNTY, State, and Federal regulations.~~
 35 ~~ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the~~
 36 ~~provisional amount specified above has not been fully paid.~~

37 ~~— B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide~~

1 such information as is required by ADMINISTRATOR. Invoices are due monthly by the tenth (10th) of
 2 the month. Invoices received after the due date may not be paid within the same month. Payments to
 3 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of
 4 the correctly completed invoice.

5 ~~C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source~~
 6 ~~documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,~~
 7 ~~appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,~~
 8 ~~receipts, receiving records, and records of services provided.~~

9 ~~CD. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply~~
 10 ~~with any provision of the Contract.~~

11 ~~DE. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration~~
 12 ~~and/or termination of the Contract, except as may otherwise be provided under the Contract, or~~
 13 ~~specifically agreed upon in a subsequent contract.~~

14 ~~F. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter Units of Service~~
 15 ~~into the COUNTY IRIS system for services not rendered. If such information has been entered,~~
 16 ~~CONTRACTOR shall make corrections within ten (10) calendar days from notification by~~
 17 ~~ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall~~
 18 ~~create a procedure to ensure separation of duties between the individual performing direct services~~
 19 ~~(LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system.~~
 20 ~~Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.~~

21 ~~EG. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 22 ~~Payments Paragraph of this Exhibit A to the Contract.~~

24 **IVIV. RECORDS**

25 **A. FINANCIAL RECORDS** – CONTRACTOR shall prepare and maintain accurate and complete
 26 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
 27 type of service for which payment is claimed in accordance with generally accepted accounting
 28 principles.

29 1. Any apportionment of or distribution of costs, including indirect costs, to or between
 30 programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with
 31 generally accepted accounting principles.

32 2. CONTRACTOR shall account for funds provided through this Contract separately from
 33 other funds and maintain a clear audit trail for the expenditure of funds.

34 **B. CLIENT RECORDS** – CONTRACTOR shall maintain adequate Client records in accordance
 35 with California Code of Regulations (CCR) and ADMINISTRATOR's requirements in sufficient detail
 36 to permit an evaluation of services, which shall include documentation of all activities, services,
 37 sessions, and assessment, including but not limited to:

1. Client demographic information;
2. Documentation that SUD peer mentoring services are appropriate for the Client. This shall include documentation that the client has a current SUD diagnosis or is currently receiving services for the assessment and treatment of an SUD diagnosis. This information can be documented by the referring provider on the SUD Peer Mentoring Linkage Form, but confirmation of eligibility criteria is ultimately the responsibility of CONTRACTOR;
3. Intake and admission forms specific to Contract services;
4. Informed consent for peer mentoring services;
5. Compliant consents for the release of confidential information;
6. Client disclosure log;
7. Emergency contact information;
8. Referral or linkage form;
9. Brief assessment of client’s peer mentoring needs;
10. Care plan to document client’s peer mentoring needs;
11. Progress notes for all Client services provided;
12. Documentation of referral and linkage efforts;
13. Client outreach efforts made by the CONTRACTOR;
14. Outcome measures as determined by ADMINSTRATOR;
15. Discharge plan;
16. Discharge summary;
17. Evidence of quality assurance reviews.

C. MONTHLY IRIS – CONTRACTOR shall input all Units of Service provided in COUNTY’s IRIS database for the preceding month no later than the tenth (10th) calendar day of the month following the report month. CONTRACTOR shall utilize monitoring reports available in IRIS to ensure the accuracy of Units of Service and other forms that are entered by CONTRACTOR into IRIS.

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

V. REPORTS

A. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject

1 to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20)
2 calendar days following the end of the month being reported.

3 B. MONTHLY PROGRAMMATIC - CONTRACTOR shall submit a monthly programmatic
4 report to ADMINISTRATOR, including information required and on a form approved or provided by
5 ADMINISTRATOR. These monthly programmatic reports should be submitted to ADMINISTRATOR
6 no later than the twentieth (20th) calendar day of the month following the report month.
7 CONTRACTOR is responsible for ensuring that all information entered on the monthly programmatic
8 report is error-free prior to submission.

9 1. CONTRACTOR shall report any problems in implementing the provisions of this Contract,
10 pertinent facts or interim findings, staff changes, changes in service schedule or availability, and reasons
11 for any changes. Additionally, a statement that CONTRACTOR is or is not progressing satisfactorily in
12 achieving all the terms of the Contract shall be included.

13 2. CONTRACTOR shall track and maintain compliance with designated performance
14 outcome objectives, as outlined in the Services paragraph of this Contract.

15 3. CONTRACTOR shall conduct follow-ups with Clients after discharge at intervals
16 designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions to
17 CONTRACTOR for follow up. CONTRACTOR shall track data on Client functioning which at
18 minimum shall include current substance use.

19 4. CONTRACTOR shall conduct satisfaction surveys with all Clients at intake and at
20 discharge from the program.

21 C. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make
22 such additional reports as required by ADMINISTRATOR as needed. ADMINISTRATOR shall be
23 specific as to the nature of information requested and allow up to thirty (30) calendar days for
24 CONTRACTOR to respond.

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

~~27 A. — FISCAL~~
~~28 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to~~
~~29 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,~~
~~30 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described~~
~~31 in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations~~
~~32 to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR~~
~~33 and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject~~
~~34 to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20)~~
~~calendar days following the end of the month being reported.~~

~~35 B. MONTHLY PROGRAMMATIC — CONTRACTOR shall submit a monthly programmatic~~
~~36 report to ADMINISTRATOR, including information required and on a form approved or provided by~~
~~37 ADMINISTRATOR. These monthly programmatic reports should be submitted to ADMINISTRATOR~~

~~no later than the twentieth (20th) calendar day of the month following the report month. CONTRACTOR is responsible for ensuring that all information entered on the monthly programmatic report is error-free prior to submission.~~

~~1. CONTRACTOR shall be responsible for reporting any problems in implementing the provisions of this Contract, pertinent facts or interim findings, staff changes, changes in service schedule or availability, and reasons for any changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Contract shall be included.~~

~~2. CONTRACTOR shall be responsible for tracking and maintaining compliance with designated performance outcome objectives, as outlined in the Services paragraph of this Contract.~~

~~3. CONTRACTOR shall conduct follow-ups with Clients after discharge at intervals designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions to CONTRACTOR for follow up. CONTRACTOR shall track data on Client functioning which at minimum shall include current substance use.~~

~~4. CONTRACTOR shall conduct satisfaction surveys with all Clients at intake and at discharge from the program.~~

~~B. CONTRACTOR shall maintain records and create and provide statistical reports as required by ADMINISTRATOR and the Department of Health Care Services (DHCS) on forms provided by either agency.~~

~~C. CONTRACTOR shall provide a report tracking showing the percentage of clients who attended their treatment appointments while they are linked to a peer mentor.~~

~~D. CONTRACTOR shall provide a report tracking showing the percentage of clients who are referred by peers and/or the treatment team for ancillary services connected with these services and follow through with appointments.~~

~~E. CONTRACTOR shall provide a report tracking showing the percentage of clients who reported increased quality of life measured from the point when they began working with the Peer Mentoring Services Program.~~

~~F. CONTRACTOR shall provide a report tracking showing the total number of clients served and the total number of services provided per month, capturing year to date number within a fiscal year.~~

~~G. CONTRACTOR shall provide a report tracking showing the number of successful linkages made and the number of attempted linkages made each month, capturing year to date in number within a fiscal year.~~

~~#~~

~~H. ADDITIONAL REPORTS—Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR as needed. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.~~

~~I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~

1 ~~Reports Paragraph of this Exhibit A to the Contract.~~

3 **VI. SERVICES**

4 **A. FACILITIES - CONTRACTOR shall provide SUD Peer Mentoring services in accordance with**
5 **the standards established by COUNTY as they may be amended or superseded at a later time during the**
6 **course of this Contract within the specifications stated below, unless otherwise authorized by**
7 **ADMINISTRATOR. CONTRACTOR shall adhere to the Adolescent Substance Use Disorder Best**
8 **Practices Guide when serving adolescents 12 through 17 years old. Services shall be provided at**
9 **designated locations determined by ADMINISTRATOR, including the facility location indicated below.**

10 1207 E. Fruit Street
11 Santa Ana, CA, 92701

12 1. CONTRACTOR agrees that nearly all services will be provided in a face-to-face format, with Peer
13 Mentors meeting Clients in the community and providing assistance to Clients in their own
14 environments.

15 2. CONTRACTOR shall operate, at least, Monday through Friday, with the provision for
16 early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to
17 accommodate Clients that are unable to participate during regular daytime hours. This includes
18 adolescent or adult Clients who may have conflicting obligations during the day.

19 3. Treatment program shall be accessible to people with disabilities in accordance with Title
20 45, Code of Federal Regulations (herein referred to as CFR), Part 84 and the American with Disabilities
21 Act.

22 4. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule,
23 unless otherwise authorized, in writing, by ADMINISTRATOR.

24 5. CONTRACTOR must be:

25 a. In close proximity to public transportation for easy access for Clients and their
26 parents/caregivers or other family/support persons who are participating in the Client's treatment;

27 b. A safe, drug-free, and welcoming environment and staff;

28 c. Able to provide private rooms for peer services, separate administrative area for
29 operations, billing and file storage; and

30 d. Located in Orange County.

31
32 **B. PERSONS TO BE SERVED – CONTRACTOR shall serve adults and adolescents aged twelve**
33 **(12) years of age or older who have a diagnosis of or are receiving treatment for a substance use**
34 **disorder. Clients must be currently enrolled or in the process of enrolling in SUD services provided or**
35 **contracted by ADMINISTRATOR.**

36 **C. SERVICES TO BE PROVIDED – CONTRACTOR shall provide SUD peer mentoring services**
37 **that are age, developmentally, and culturally appropriate and that utilize Evidenced Based Practices**

(EBPs) (i.e., Motivational Interviewing, Trauma Informed Care, etc.). SUD peer mentoring services will include:

1. System Navigation Support - CONTRACTOR's staff shall support Client's in moving through the system of care and accessing the services they need. CONTRACTOR's staff shall assist by:

- a. Providing accountability for Clients to attend their appointments;
- b. Helping to locate Clients who have not been attending their appointments;
- c. Assisting Clients with enrollment and acclimation at new provider locations; and
- d. Providing a team approach by collaborating with the referring counselor for the Client.

2. Referral and Linkages – CONTRACTOR shall provide referral and Linkage to supportive services in order to support Clients on their path of recovery. CONTRACTOR's staff shall support successful Linkage by making initial referrals on behalf of the Client and helping the Client to successfully access the needed service (e.g., providing transportation assistance, reducing barriers, motivational support). Referrals may include, but are not limited to, services to help Clients with:

- a. Physical health;
- b. Mental health;
- c. Benefits;
- d. Housing support;
- e. Nutritional assistance;
- f. Vocational, educational, or employment services;
- g. Self-help groups.

3. Peer Support – CONTRACTOR shall provide group and individual peer support services that create a positive, sober support for the Client based on the peer mentor and Client's shared lived experience with SUD. CONTRACTOR's staff shall provide Clients with opportunities for sober activities and sober social interactions that can help to create a safe and sober environment.

D. DOCUMENTATION

1. Progress Notes - CONTRACTOR shall document each session attended by the Client and include client progress on each note for at least one problem area. Staff documenting for any Client's group or individual service shall understand progress notes are individualized narrative summaries and shall include the following:

- a. The type and topic of the session and how the topic relates to the Client's substance use disorder in the content of the progress note;
- b. A narrative describing the service, including how the service addressed the Client's need
- c. Information on attendance, including the date, start and end times of each group or individual and duration of the service, including travel and documentation time;
- d. Location of the Client at the time of receiving the service;

1 e. Type or legibly print the name, date and signature of the provider who conducted the
2 session and document services within three (3) business days of providing a service;

3 f. Next steps including, but not limited to, planned action steps by the provider or by the
4 Client, collaboration with the Client, collaboration with other provider(s) and any update to the Client's
5 care plan as appropriate.

6 2. Assessment – CONTRACTOR shall complete a brief needs assessment for each Client admitted
7 into peer mentoring services which shall be signed by the Peer Mentor completing the assessment. The
8 assessment shall identify services, supports, and resources needed by the Client to support them in their
9 recovery. Each Client admitted into peer mentoring services shall be assessed within seven (7) calendar
10 days of admission.

11 3. Care Plan – CONTRACTOR shall develop an individualized care plan with each Client admitted
12 into peer mentoring services which shall be signed and dated by the Client and Peer Mentor within thirty
13 (15) calendar days of admission. Each care plan shall include a plan to address the needed services,
14 supports, and resources identified in the Client's needs assessment. The care plan shall specify the
15 type(s) of interventions to be provided by the Peer Mentor, the expected frequency of interventions, and
16 target dates for meeting the Client's needs. CONTRACTOR shall update the Client's care plan when a
17 change in problem identification or focus of peer mentoring services occurs.

18 4. Discharge Planning – CONTRACTOR shall complete discharge planning with each Client admitted
19 into peer mentoring services. Discharge planning is the process to prepare the Client for referral into
20 another level of care, post treatment return, or reentry into the community, and/or the linkage of the
21 Client to essential community treatment, housing, and human services. CONTRACTOR shall begin
22 discharge planning immediately upon enrollment. CONTRACTOR shall develop written procedures
23 regarding Client discharge.

24 E. ADMISSIONS

25 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
26 with the program's rules and regulations and who meets the criteria established in Paragraph B of this
27 section. Persons with co-occurring disorders and/or chronic conditions who require prescribed
28 medication shall not be precluded from acceptance or admission solely based on their licit use of
29 prescribed medication(s).

30 2. Clients may contact CONTRACTOR directly to request services. Clients may also be
31 referred to CONTRACTOR by another COUNTY or COUNTY-contracted SUD provider.

32 3. CONTRACTOR shall have policies and procedures in place to screen for emergency
33 medical conditions and immediately refer Clients to emergency medical care.

34 4. CONTRACTOR shall have a policy that requires Clients who show signs of any
35 communicable disease, or through medical disclosure during the intake process admitting to a health-
36 related problem that would put others at risk, to be cleared medically before services are provided by the
37

1 program.

2 5. CONTRACTOR shall make every effort to initiate services within five (5) business days of
3 request and shall have a documented system for monitoring and evaluating the quality, appropriateness,
4 and accessibility of care, including a system for addressing problems that develop regarding admission
5 wait times.

6 6. ADMISSION POLICY – CONTRACTOR shall establish and make available to the public
7 a written Admission Policy. CONTRACTOR’s Admission Policy shall reflect all applicable federal,
8 state and county regulations.

9 F. PERFORMANCE OBJECTIVES – CONTRACTOR shall achieve performance objectives for
10 each Period, tracking and reporting Performance Outcome Objective statistics in monthly programmatic
11 reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the
12 following services to meet the objectives, and, therefore, revisions to objectives and services may be
13 implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.

14 1. Objective 1: CONTRACTOR shall provide effective client engagement for peer mentoring
15 services as measured by client enrollment rates. The client enrollment rate is measured by determining
16 what percentage of referred Clients are successfully linked to the program. Ninety percent (90%) of
17 Clients who are referred for peer mentoring services will be enrolled into the program within seven (7)
18 calendar days.

19 2. Objective 2: CONTRACTOR shall provide effective Linkage services to Clients, as
20 measured by the success rate of attempted client linkages. CONTRACTOR will track how many Client
21 Linkages were attempted and calculate the percentage that resulted in a successful Linkage for the
22 Client. Seventy-five percent (75%) of attempted Client Linkages will be considered successful.

23 3. Objective 3: CONTRACTOR will provide effective peer mentoring services as measured
24 by client satisfaction surveys. CONTRACTOR will ensure that at least seventy-five percent (75%) of
25 peer mentoring Clients are surveyed at the time of intake and at discharge. Seventy-five percent (75%)
26 of Clients who complete a satisfaction survey will agree or strongly agree that they are “overall satisfied
27 with the services received” and seventy-five percent (75%) of Clients will agree or strongly agree that
28 they would recommend the program to someone they know.

29 G. MEETINGS – CONTRACTOR’s Executive Director and Chief Financial Officer or designees
30 shall participate in monthly meetings facilitated by ADMINISTRATOR related to the provision of
31 services pursuant to this Contract.

32 H. CULTURAL COMPETENCY – CONTRACTOR shall provide culturally competent services.
33 CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that
34 is culturally and linguistically appropriate for the population(s) served. CONTRACTOR must ensure
35 that their policies, procedures, and practices are consistent with the principles outlined and are
36 embedded in the organizational structure, as well as being upheld in day-to-day operations.
37 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:

1 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring
 2 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and
 3 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are
 4 physically challenged. CONTRACTOR shall refer to Culturally and Linguistically Appropriate
 5 Services (CLAS) adapted by DHCS to develop culturally informed services.

6 I. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
 7 languages as determined by COUNTY. Language translation services must be available for Clients and
 8 their involved family members, as needed. Whenever possible, bilingual/bicultural staff should be
 9 retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the
 10 clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff
 11 unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with
 12 non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs
 13 other than salaries and employees benefits unless otherwise authorized, in advance and in writing, by
 14 ADMINISTRATOR.

15 J. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

- 16 1. Business License
- 17 2. Conditional Use Permit (if applicable)
- 18 3. Fire clearance
- 19 4. Client rights
- 20 5. Grievance procedures
- 21 6. Availability of translation services at no cost
- 22 7. Employee Code of Conduct
- 23 8. Evacuation floor plan
- 24 9. Equal Employment Opportunity notices
- 25 10. Name, address, telephone number for fire department, crisis program, local law
 26 enforcement, and ambulance service.
- 27 11. List of resources within Orange County which shall include medical, dental, mental
 28 health, public health, social services and where to apply for determination of eligibility for Federal,
 29 State, or County entitlement programs.
- 30 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be
 31 included.

32 K. NO PROSELYTIZING POLICY – CONTRACTOR shall not conduct any proselytizing
 33 activities, regardless of funding sources, with respect to any person who has been referred to
 34 CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that
 35 the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious
 36 creed or cult, denomination or sectarian institution, or religious belief.

37 L. AUTHORITY – CONTRACTOR shall recognize the authority of Orange County Probation

1 Department (OCPD) as officers of the court and shall extend cooperation to OCPD within the
2 constraints of CONTRACTOR's program.

3 M. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,
4 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
5 shall specify the facilities are "smoke free" and Clients are prohibited from smoking at all times. The
6 policy shall also specify that vaping is prohibited at all times.

7 N. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available
8 at minimum two (2) unexpired Naloxone doses for the treatment of known or suspected opioid
9 overdose. At least one (1) staff per shift shall be trained in administering the Naloxone. Naloxone is
10 not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical
11 assistance in the event of a suspected, potentially life-threatening opioid emergency.

12 O. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
13 for appropriate individual staff to access IRIS at no cost to CONTRACTOR.

14 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
15 a unique password. Tokens and passwords shall not be shared with anyone.

16 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number, and the staff
17 member to whom each is assigned.

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

20 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
21 conditions:

22 a. Token of each staff member who no longer supports the Contract.

23 b. Token of each staff member who no longer requires access to IRIS.

24 c. Token of each staff member who leaves employment of CONTRACTOR.

25 d. Tokens malfunctioning.

26 e. Expiration or earlier termination of this Contract.

27 5. ADMINISTRATOR will issue tokens for CONTRACTOR's staff members who require
28 access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

29 6. CONTRACTOR shall reimburse COUNTY for tokens lost, stolen, or damaged through acts
30 of negligence.

31 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
32 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
33 available, and if applicable.

34 P. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
35 CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature
36 confirmation of its P&P training for each staff member and place in their personnel files.

37 Q. CONTRACTOR shall ensure that all staff responsible for input into IRIS complete IRIS New

1 User Training.

2 R. CONTRACTOR shall conduct Supervisory Review of Client records at minimum, upon
3 admission, at thirty (30) calendar day intervals, and upon discharge, in accordance with procedures
4 developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies
5 with all federal, state, and local guidelines and standards.

6 S. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
7 recording, and reporting portion of this Contract with COUNTY. If administrative responsibilities are
8 delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
9 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
10 are not limited, to the following:

11 1. Designate the responsible position(s) in your organization for managing the funds allocated
12 to the program;

13 2. Maximize the use of the allocated funds;

14 3. Ensure timely and accurate reporting of monthly expenditures;

15 4. Maintain appropriate staffing levels;

16 5. Request budget and/or staffing modifications to the Contract;

17 6. Effectively communicate and monitor the program for its success;

18 7. Track and report expenditures electronically;

19 8. Maintain electronic and telephone communication between CONTRACTOR and
20 ADMINISTRATOR; and,

21 9. Act quickly to identify and solve problems.

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

26 U. CONTRACTOR shall comply with the provisions of ADMINISTRATOR'S Implementation
27 Plan as approved by DHCS.

28 V. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
29 any significant program changes.

30 W. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
31 conduct research activity on COUNTY Clients without obtaining prior written authorization from
32 ADMINISTRATOR.

33 X. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to
34 modify the Services Paragraph of this Exhibit A to the Contract. ~~A. FACILITIES — CONTRACTOR~~
35 ~~shall provide SUD Peer Mentoring services in accordance with the standards established by the~~
36 ~~COUNTY as they may be amended or superseded at a later time during the course of this contract~~
37 ~~within the specifications stated below, unless otherwise authorized by the ADMINISTRATOR.~~

~~CONTRACTOR shall adhere to the Adolescent Substance Use Disorder Best Practices Guide when serving adolescents 12 through 17 years old. Services shall be provided at designated locations determined by ADMINISTRATOR, including the facility location indicated below.~~

~~1207 E. Fruit Street
Santa Ana, CA, 92701~~

~~1. CONTRACTOR agrees that nearly all services will be provided in a face-to-face format, with Peer Mentors meeting clients in the community and providing assistance to Clients in their own environments.~~

~~2. CONTRACTOR shall operate, at least, Monday through Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate Clients that are unable to participate during regular daytime hours. This includes adolescent or adult Clients who may have conflicting obligations during day.~~

~~3. Treatment program shall be accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (herein referred to as CFR), Part 84 and the American with Disabilities Act.~~

~~4. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule, unless otherwise authorized, in writing, by ADMINISTRATOR.~~

- ~~5. CONTRACTOR must be:~~
 - ~~a. In close proximity to public transportation for easy access for Clients and their parents/caregivers or other family/support persons who are participating in the Client's treatment;~~
 - ~~b. A safe, drug free, and welcoming environment and staff;~~
 - ~~c. Able to provide private rooms for peer services, separate administrative area for operations, billing and file storage; and~~
 - ~~d. Located in Orange County.~~

~~6. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighboring business and resident complaints, and staff contact information made available to neighboring businesses and residents.~~

~~B. PERSONS TO BE SERVED — CONTRACTOR shall serve adults and adolescents aged twelve (12) years of age or older who have a diagnosis of or are receiving treatment for a substance use disorder. Clients must be currently enrolled or in the process of enrolling in SUD services provided or contracted by ADMINISTRATOR.~~

~~B. SERVICES TO BE PROVIDED CONTRACTOR shall provide Substance Use Disorder Peer Mentoring Program for Adolescents, Adults and Older Adults with a current substance use disorder, twelve to fifty nine (12-59) years of age, and older adults sixty (60) years and above who are in SUD~~

1 treatment for their disorder:

2 a. Services to be provided must be

3 ~~C. SERVICES TO BE PROVIDED CONTRACTOR shall provide SUD peer mentoring services~~
4 ~~that are age, developmentally, and culturally appropriate and that utilize Evidenced Based Practices~~
5 ~~(EBPs) as a part of these services (i.e., Motivational Interviewing, Trauma Informed Care, etc.). SUD~~
6 ~~peer mentoring services will include:~~

7 ~~1. System Navigation Support will be provided to SUD Clients in order to~~
8 ~~move CONTRACTOR's staff shall support Client's in moving through the system of care and in~~
9 ~~accessing and linking to the services they need. CONTRACTOR's staff shall assist by:~~

- 10 ~~a. Providing accountability for clients to attend their appointments;~~
- 11 ~~b. Helping to locate Clients who have not been attending their appointments;~~
- 12 ~~c. Assisting Clients with enrollment and acclimation at new provider locations; and~~
- 13 ~~d. Providing a team approach by collaborating with the referring counselor for the client.~~

14 ~~b. The system navigation support will assist to ensure SUD Clients attend appointments~~
15 ~~and help locate Clients who have not been attending appointments, provide a team approach by~~
16 ~~collaborating with the primary counselor for the SUD Client and become part of the treatment team, and~~
17 ~~be able to support as SUD Clients transition within levels of care from/to a higher or lower level of care.~~

18 ~~2. Referrals and Linkages CONTRACTOR shall provide referral and linkage to supportive~~
19 ~~services will be provided in order to support Clients continue on their path of recovery.~~
20 ~~CONTRACTOR's staff shall support successful linkage by making initial referrals on behalf of the~~
21 ~~client and helping the client to successfully access the needed service (e.g., providing transportation~~
22 ~~assistance, reducing barriers, motivational support). and would be responsible for helping Clients to the~~
23 ~~needed ancillary services (i.e., help with the requisition of benefits, linkage to mental health, assist with~~
24 ~~primary care linkage and follow up appointments, housing support, etc.) Referrals may include, but are~~
25 ~~not limited to, services to help Clients with:~~

- 26 ~~a. Physical health;~~
- 27 ~~b. Mental health;~~
- 28 ~~c. Benefits;~~
- 29 ~~d. Housing support;~~
- 30 ~~e. Nutritional assistance;~~
- 31 ~~e. Vocational, educational, or employment services;~~
- 32 ~~f. Self help groups~~

33 ~~Community Reintegration to the community and support SUD clients link to vocational~~
34 ~~resources and job search assistance, educational opportunities and support, referral and support around~~
35 ~~positive sober activities and social interactions and support in improving activities for daily living.~~

36 ~~3. Peer Support CONTRACTOR shall provide group and individual peer support services~~
37 ~~that create a positive, sober support for the client based on the peer mentor and Client's shared lived~~

1 ~~experience with SUD. CONTRACTOR's staff shall provide Clients with opportunities for sober~~
 2 ~~activities and sober social interactions that can help to create a safe and sober environment.~~

3 ~~D. DOCUMENTATION~~

4 ~~1. Progress Notes CONTRACTOR shall document each session attended by the Client and~~
 5 ~~include client progress on each note for at least one problem area. Staff documenting for any~~
 6 ~~Client's group or individual service shall understand progress notes are individualized narrative~~
 7 ~~summaries and shall include the following:~~

8 ~~1) a. The type and topic of the session and how the topic relates to the Client's substance use~~
 9 ~~disorder in the content of the progress note;~~

10 ~~b. A narrative describing the service, including how the service addressed the Client's~~
 11 ~~need~~

12 ~~c. Information on attendance, including the date, start and end times of each group or~~
 13 ~~individual and duration of the service, including travel and documentation time;~~

14 ~~d. Location of the Client at the time of receiving the service;~~

15 ~~e. Type or legibly print the name, date and signature of the provider who conducted the~~
 16 ~~session and document services within three (3) business days of providing a service;~~

17 ~~f. Next steps including, but not limited to, planned action steps by the provider or~~
 18 ~~by the Client, collaboration with the Client, collaboration with other provider(s) and any update to the~~
 19 ~~Client's care plan as appropriate~~

20 ~~Assessment CONTRACTOR shall complete a brief needs assessment for each client admitted into~~
 21 ~~peer mentoring services which shall be signed by the Peer Mentor completing the assessment. The~~
 22 ~~assessment shall identify services, supports, and resources needed by the Client to support them in their~~
 23 ~~recovery. Each Client admitted into peer mentoring services shall be assessed within fifteen (15)~~
 24 ~~calendar days of admission.~~

25 ~~2. Care Plan CONTRACTOR shall develop an individualized care plan with each client admitted~~
 26 ~~into peer mentoring services which shall be signed and dated by the Client and Peer Mentor within thirty~~
 27 ~~(15) calendar days of admission. Each care plan shall include include a plan to address the needed~~
 28 ~~services, supports, and resources identified in the client's needs assessment. The care plan shall specify~~
 29 ~~the type(s) of interventions to be provided by the Peer Mentor, the expected frequency of interventions,~~
 30 ~~and target dates for meeting the Client's needs. CONTRACTOR shall update the Client's care plan~~
 31 ~~when a change in problem identification or focus of peer mentoring services occurs.~~

32 ~~3. Discharge Planning CONTRACTOR shall complete discharge planning with each client admitted~~
 33 ~~into peer mentoring services. Discharge planning is the process to prepare the Client for referral into~~
 34 ~~another level of care, post treatment return, or reentry into the community, and/or the linkage of the~~
 35 ~~Client to essential community treatment, housing, and human services. CONTRACTOR shall begin~~
 36 ~~discharge planning immediately upon enrollment. CONTRACTOR shall develop written procedures~~
 37 ~~regarding Client discharge.~~

~~D. ADMISSIONS~~

~~1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations and who meets the criteria established in Paragraph B of this section. Persons with co-occurring disorders and/or chronic conditions who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medication(s).~~

~~2. Beneficiaries may contact CONTRACTOR directly to request services. Beneficiaries may also be referred to CONTRACTOR by another COUNTY or COUNTY-contracted SUD provider.~~

~~3. CONTRACTOR shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.~~

~~4. CONTRACTOR shall have a policy that requires Clients who show signs of any communicable disease, or through medical disclosure during the intake process admitting to a health-related problem that would put others at risk, to be cleared medically before services are provided by the program.~~

~~5. CONTRACTOR shall make every effort to initiate services within 5 business days of request and shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding admission wait times.~~

~~6. ADMISSION POLICY CONTRACTOR shall establish and make available to the public a written Admission Policy. CONTRACTOR's Admission Policy shall reflect all applicable federal, state and county regulations.~~

~~G. PERFORMANCE OBJECTIVES CONTRACTOR shall achieve performance objectives for each Period, tracking and reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the objectives, and, therefore, revisions to objectives and services may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.~~

~~1. Objective 1: CONTRACTOR shall provide effective client engagement for peer mentoring services as measured by client enrollment rates. The client enrollment rate is measured by determining what percentage of referred clients are successfully linked to the program. Ninety percent (90%) of Clients who are referred for peer mentoring services will be enrolled into the program within fifteen (15) days.~~

~~2. Objective 2: CONTRACTOR shall provide effective linkage services to Clients, as measured by the success rate of attempted client linkages. CONTRACTOR will track how many Client linkages were attempted and calculate the percentage that resulted in a successful linkage for the Client. Seventy five percent (75%) of attempted Client linkages will be successful.~~

~~3. Objective 3: CONTRACTOR will provide effective peer mentoring services as measured by client satisfaction surveys. CONTRACTOR will ensure that at least seventy five percent (75%) of~~

1 peer mentoring clients are surveyed at the time of intake and at discharge. Seventy-five percent (75%) of
2 Clients who complete a satisfaction survey will agree or strongly agree that they are "overall satisfied
3 with the services received" and seventy-five percent (75%) of Clients will agree or strongly agree that
4 they would recommend the program to someone they know.

5 ~~K. MEETINGS~~ CONTRACTOR's Executive Director and Chief Financial Officer or designees
6 shall participate in monthly meetings facilitated by ADMINISTRATOR related to the provision of
7 services pursuant to this Contract.

8 ~~L. CULTURAL COMPETENCY~~ CONTRACTOR shall provide culturally competent services.
9 CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that
10 is culturally and linguistically appropriate for the population(s) served. CONTRACTOR must ensure
11 that their policies, procedures, and practices are consistent with the principles outlined and are
12 embedded in the organizational structure, as well as being upheld in day to day operations.
13 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
14 records of participation in COUNTY sponsored or other applicable training; recruitment and hiring
15 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and
16 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are
17 physically challenged. CONTRACTOR shall refer to Culturally and Linguistically Appropriate
18 Services (CLAS) adapted by DHCS to develop culturally informed services.

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

28 ~~N. POSTINGS~~ CONTRACTOR shall post the following in a prominent place within the facility:

- 29 ~~1. Business License~~
- 30 ~~2. Conditional Use Permit (if applicable)~~
- 31 ~~4. Fire clearance~~
- 32 ~~5. Client rights~~
- 33 ~~6. Grievance procedures~~
- 34 ~~7. Availability of translation services at no cost~~
- 35 ~~8. Employee Code of Conduct~~
- 36 ~~9. Evacuation floor plan~~
- 37 ~~10. Equal Employment Opportunity notices~~

~~11. Name, address, telephone number for fire department, crisis program, local law enforcement, and ambulance service.~~

~~12. List of resources within Orange County which shall include medical, dental, mental health, public health, social services and where to apply for determination of eligibility for Federal, State, or County entitlement programs.~~

~~13. Information on self help meetings. AA, NA, and non 12 step meetings shall be included.~~

~~O. NO PROSELYTIZING POLICY CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

~~P. AUTHORITY CONTRACTOR shall recognize the authority of Orange County Probation Department (OCPD) as officers of the court and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program.~~

~~Q. NON-SMOKING POLICY CONTRACTOR shall establish a written non-smoking policy, which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy shall specify the facilities are "smoke free" and Clients are prohibited from smoking at all times. The policy shall also specify that vaping is prohibited at all times.~~

~~R. OPIOID OVERDOSE EMERGENCY TREATMENT CONTRACTOR shall have available at minimum two (2) unexpired Naloxone doses for the treatment of known or suspected opioid overdose. At least one (1) staff per shift shall be trained in administering the Naloxone. Naloxone is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid emergency.~~

~~S. TOKENS ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.~~

~~1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords shall not be shared with anyone.~~

~~2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number, and the staff member to whom each is assigned.~~

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

~~4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:~~

- ~~a. Token of each staff member who no longer supports the Contract.~~
- ~~b. Token of each staff member who no longer requires access IRIS.~~
- ~~c. Token of each staff member who leaves employment of CONTRACTOR.~~
- ~~d. Tokens malfunctioning.~~

~~e. Termination of this Contract.~~

~~5. ADMINISTRATOR will issue tokens for CONTRACTOR's staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.~~

~~6. CONTRACTOR shall reimburse the COUNTY for tokens lost, stolen, or damaged through acts of negligence.~~

~~7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if available, and if applicable.~~

~~T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.~~

~~U. CONTRACTOR shall ensure that all staff responsible for input into IRIS are to complete IRIS New User Training.~~

~~V. CONTRACTOR shall conduct Supervisory Review of Client records at minimum upon admission, at thirty (30) calendar day intervals, and upon discharge in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local guidelines and standards.~~

~~W. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of this Contract with the COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited, to the following:~~

~~1. Designate the responsible position(s) in your organization for managing the funds allocated to the program;~~

~~2. Maximize the use of the allocated funds;~~

~~3. Ensure timely and accurate reporting of monthly expenditures;~~

~~4. Maintain appropriate staffing levels;~~

~~5. Request budget and/or staffing modifications to the Contract;~~

~~6. Effectively communicate and monitor the program for its success;~~

~~7. Track and report expenditures electronically;~~

~~8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and,~~

~~9. Act quickly to identify and solve problems.~~

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

~~Y. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR'S Implementation Plan as approved by DHCS.~~

~~Z. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any significant program changes.~~

~~C. CONTRACTOR shall ensure that services are provided in a manner that is culturally and linguistically appropriate for the target populations(s), including bilingual/bicultural services.~~

~~D. CONTRACTOR shall ensure that services being provided will use EBPs in all individual and group interactions with Clients to help improve Client's motivation toward meeting their treatment goals and overall recovery.~~

~~EAA. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.~~

~~FAB. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Services Paragraph of this Exhibit A to the Contract.~~

VII. STAFFING

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

<u>ADMINISTRATIVE</u>	<u>FTE</u>
Adults Program Director	0.06
<u>SUBTOTAL ADMINISTRATIVE FTE</u>	<u>0.06</u>
<u>PROGRAM</u>	
Peer Program Director (Clinical Director)	0.35
Peer Mentor	4.00
Quality Assurance Specialist/Data Entry	1.00
<u>SUBTOTAL PROGRAM FTEs</u>	<u>5.35</u>
<u>TOTAL FTEs</u>	<u>5.41</u>

B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to this Contract.

C. CONTRACTOR shall develop a policy governing supervision of staff that will be approved by ADMINISTRATOR. That policy will address the training needs and requirements of all staff.

D. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid

1 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program
2 effectiveness. Supervision methods should include debriefings and consultation as needed, individual
3 supervision or one-on-one support, and team meetings.

4 E. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for
5 employees and members of the Board of Directors which shall include, but not be limited to: standards
6 related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual conduct with
7 Clients; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of
8 interest. Situations that may be perceived as a conflict of interest shall be brought to
9 ADMINISTRATOR’s attention prior to the occurrence. Prior to providing any services pursuant to this
10 Contract all employees shall agree in writing to maintain the standards set forth in the said Policies and
11 Procedures. A copy of the said Policies and Procedures shall be posted in writing in a prominent place
12 in the treatment facility and updated annually by the Board of Directors.

13 F. STAFF SCREENING – CONTRACTOR shall provide pre-employment “live scan” screening
14 of any staff person providing services pursuant to this Contract. All new staff, volunteers, and interns
15 shall pass a one-time “live scan” finger printing background check prior to employment. All staff shall
16 be subject to sanction screening as referenced in the Compliance paragraph. All staff shall also be
17 screened by Megan’s Law, OC Courts and OC Sheriff’s Department on an annual basis. The results of
18 the fingerprint checks will be sent directly from the Department of Justice to CONTRACTOR. Results
19 must remain in staff file.

20 1. All staff/volunteers/interns, prior to starting services, shall meet the following requirements:

21 a. No person shall have been convicted of a sex offense for which the person is required
22 to register as a sex offender under PC section 290;

23 b. No person shall have been convicted of an arson offense – Violation of PC sections
24 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;

25 c. No person shall have been convicted of any violent felony as defined in PC section
26 667.5, which involves doing bodily harm to another person, for which the staff member was convicted
27 within five (5) years prior to employment;

28 d. No person shall be on parole or probation.

29 e. No person shall have been or be a participant in the criminal activities of a criminal
30 street gang and/or prison gang; and

31 f. No person shall have prior employment history of improper conduct, including but not
32 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
33 inappropriate behavior with staff or residents at another treatment facility.

34 G. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff
35 training shall be documented and maintained as part of the training plan and shall adhere to
36 requirements set forth by HCA Authority and Quality Improvement Services Policies and Procedures.

37 1. All personnel shall be trained or shall have experience which provides knowledge of the

1 skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and
2 effective job performance:

3 a. General knowledge of alcohol and/or drug abuse and alcoholism and the principles of
4 recovery;

5 b. Housekeeping and sanitation principles;

6 c. Principles of communicable disease prevention and control;

7 d. Recognition of early signs of illness and the need for professional assistance;

8 e. Availability of community services and resources;

9 f. Recognition of individuals under the influence of alcohol and/or drugs;

10 2. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all
11 program staff including administrator, volunteers, and interns shall complete:

12 a. Annual County Compliance Training;

13 b. A minimum of one (1) hour training in cultural competence annually;

14 c. Naloxone Administration Training;

15 d. Annual training in the two minimum evidence-based practices (EBP) utilized at the
16 program.

17 e. Motivational Interviewing must be taken at least once and will count as one EBP for
18 the year. CONTRACTOR may choose other EBP courses after;

19 f. Additional trainings as required by ADMINISTRATOR.

20 3. CONTRACTOR Peer Mentors shall participate in the Peer Support Specialist certification
21 process as requested during the term of the Contract by ADMINISTRATOR or by the California
22 Department of Health Care Services. This may include, but not be limited to, completion of peer
23 mentoring-specific trainings or successful completion of a Peer Support Specialist examination.

24 H. CONTRACTOR shall recruit, hire, train and maintain staff who possess qualifications including
25 work, education and lived experience requirements that meet the level of expertise needed to perform
26 required duties. Documentation may include, but not be limited to, the following: records attesting to
27 efforts made in recruitment and hiring practices and identification of measures taken to enhance
28 accessibility for potential staff in these categories.

29 I. CONTRACTOR staff shall be trained, or be willing and able to obtain training upon hire and
30 prior to providing any services to Clients, on serious and persistent mental illness, substance use
31 disorders, psychotropic medications and their effects, the principles of trauma-informed care, and
32 motivational interviewing.

33 J. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation
34 with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective
35 management of program staff and resources. This may include establishing contact with potential
36 referral sources and clients to increase utilization and availability of peer mentoring services.

37 K. CONTRACTOR shall ensure sufficient program oversight to include, but not be limited to:

1 1. Monitoring and providing oversight of the program to ensure that staffing levels and
2 qualifications shall meet the needs of the Clients served;

3 2. Development of all P&Ps regarding the program; at a minimum, P&P's shall be reviewed
4 annually and revised as needed;

5 3. Researching, developing and implementing the most current best practices for peer mentors
6 to utilize while working with Clients toward improving and maintaining their overall recovery;

7 4. Providing ongoing communication and supervision to Peer Mentors and other staff in the
8 program to monitor and improve the peer mentors' capabilities and competencies to ensure that the
9 Clients' needs are addressed with cultural and linguistic sensitivity;

10 5. Submittal of monthly programmatic reports and performance objective information to
11 ADMINISTRATOR with verification that data is accurate and submitted by deadline;

12 6. Development and coordination of in-service training of staff, both initially and ongoing, on
13 topics related to specific needs of the program including ongoing training on EBPs and providing
14 additional community resources available to Clients. A training schedule with topics and target dates
15 for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of each
16 fiscal year of the contract term;

17 7. Maintaining ongoing communication with ADMINISTRATOR in regards to program
18 operations and issues.

19 8. Conducting in-person observation of Peer Mentors and providing ongoing feedback and
20 discussion on best practices as needed;

21 9. Ensuring that Peer Mentors receive and complete the required annual trainings provided by
22 COUNTY and by the program including any EBP trainings such as Motivational Interviewing;

23 L. Peer Mentor roles and responsibilities shall include, but not limited to:

24 1. Provide peer mentoring services in accordance with Services paragraph of Contract to the
25 identified number of clients assigned to each Peer Mentor;

26 2. Provide services both in the office and in the field, meeting Clients in the communities
27 where they are located;

28 3. Track the types of services and outreach efforts being provided to Clients;

29 4. Complete the required documentation for each service provided to Clients within the
30 required timeline;

31 5. Complete all the required trainings as set forth by the Program and COUNTY;

32 6. Maintain ongoing communication with Program Director with regards to any client issues.

33 M. Quality Assurance Clinician roles and responsibilities shall include, but not limited to:

34 1. Monitor, collect and analyze all data reporting information gathered from the individual
35 Clients' charts and submit to the Peer Program Director and/or Adult Program Director in a timely
36 manner monthly;

37 2. Submit completed monthly client surveys as they pertain to peer mentoring services;

3. Maintain ongoing communication with Program with regards to data collection and reporting issues.

N. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

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

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

Q. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract ~~A. — CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.~~

ADMINISTRATIVE	FTE
—Adults Program Director	0.10
SUBTOTAL ADMINISTRATIVE FTE	0.10
—PROGRAM	
—Peer Program Director	0.75
—Peer Mentor	5.00
—Quality Assurance Clinician	.50
SUBTOTAL PROGRAM FTEs	6.25
TOTAL FTEs	6.35

~~B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to the Contract.~~

~~C. CONTRACTOR shall develop a policy governing supervision of staff that will be approved by the ADMINISTRATOR. That policy will address the training needs and requirements of all staff.~~

~~D. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual~~

1 ~~supervision or one-on-one support, and team meetings.~~

2 ~~— E. STAFF CONDUCT — CONTRACTOR shall establish a written Policies and Procedures for~~
3 ~~employees and members of the Board of Directors which shall include, but not be limited to: standards~~
4 ~~related to the use of drugs and/or alcohol; staff Client relationships; prohibition of sexual conduct with~~
5 ~~Clients; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of~~
6 ~~interest. — Situations that may be perceived as a conflict of interest shall be brought to the~~
7 ~~ADMINISTRATOR’s attention prior to the occurrence. Prior to providing any services pursuant to this~~
8 ~~Contract all employees shall agree in writing to maintain the standards set forth in the said Policies and~~
9 ~~Procedures. A copy of the said Policies and Procedures shall be posted in writing in a prominent place~~
10 ~~in the treatment facility and updated annually by the Board of Directors.~~

11 ~~— F. STAFF SCREENING — CONTRACTOR shall provide pre-employment “live scan” screening~~
12 ~~of any staff person providing services pursuant to this Contract. All new staff, volunteers, and interns~~
13 ~~shall pass a one-time “live scan” finger printing background check prior to employment. All staff shall~~
14 ~~be subject to sanction screening as referenced in the Compliance paragraph. All staff shall also be~~
15 ~~screened by Megan’s Law, OC Courts and OC Sheriff’s Department on an annual basis. The results of~~
16 ~~the fingerprint checks will be sent directly from the Department of Justice to CONTRACTOR. Results~~
17 ~~must remain in staff file.~~

18 ~~1. All staff/volunteers/interns, prior to starting services, shall meet the following requirements:~~

19 ~~a. No person shall have been convicted of a sex offense for which the person is required~~
20 ~~to register as a sex offender under PC section 290; [REDACTED]~~

21 ~~b. No person shall have been convicted of an arson offense — Violation of PC sections~~
22 ~~451, 451.1, 451.5, 452, 45231, 453, 454, or 455; [REDACTED]~~

23 ~~c. No person shall have been convicted of any violent felony as defined in PC section~~
24 ~~667.5, which involves doing bodily harm to another person, for which the staff member was convicted~~
25 ~~within five (5) years prior to employment; [REDACTED]~~

26 ~~d. No person shall be on parole or probation; [REDACTED]~~

27 ~~e. No person shall participate in the criminal activities of a criminal street gang and/or~~
28 ~~prison gang; and [REDACTED]~~

29 ~~f. No person shall have prior employment history of improper conduct, including but not~~
30 ~~limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or~~
31 ~~inappropriate behavior with staff or residents at another treatment Facility. [REDACTED]~~

32 ~~— G. STAFF TRAINING — CONTRACTOR shall develop a written plan for staff training. All Staff~~
33 ~~training shall be documented and maintained as part of the training plan and shall adhere to~~
34 ~~requirements set forth by HCA Authority and Quality Improvement Services Policies and Procedures.~~

35 ~~1. All personnel shall be trained or shall have experience which provides knowledge of the~~
36 ~~skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and~~
37 ~~effective job performance; [REDACTED]~~

~~1 a. General knowledge of alcohol and/or drug abuse and alcoholism and the principles of
2 recovery;~~

~~3 b. Housekeeping and sanitation principles;~~

~~4 c. Principles of communicable disease prevention and control;~~

~~5 d. Recognition of early signs of illness and the need for professional assistance;~~

~~6 e. Availability of community services and resources;~~

~~7 f. Recognition of individuals under the influence of alcohol and/or drugs;~~

~~8 2. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all
9 program staff including administrator, volunteers, and interns shall complete:~~

~~10 a. Annual County Compliance Training;~~

~~11 b. A minimum of one (1) hour training in cultural competence annually;~~

~~12 c. Naloxone Administration Training;~~

~~13 d. Annual training in the two minimum evidence-based practices (EBP) utilized at the
14 program;~~

~~15 e. Motivational Interviewing must be taken at least once and will count as one EBP for
16 the year. Contractor may choose other EBP courses after;~~

~~17 f. Additional trainings as required by ADMINISTRATOR.~~

~~18 3. CONTRACTOR Peer Mentors shall participate in the Peer Support Specialist certification
19 process as requested during the term of the Contract by ADMINISTRATOR or by the California
20 Department of Health Care Services. This may include, but not be limited to, completion of peer
21 mentoring specific trainings or successful completion of a Peer Support Specialist examination.~~

~~22 CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns, and
23 members of the Board of Directors which will include, but not be limited to, standards related to the use
24 of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and
25 conflict of interest. Prior to providing any services pursuant to the Contract, all members of the Board of
26 Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth in
27 the Code of Conduct.~~

~~28 C. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and
29 updated annual criminal checks through the internet, utilizing Megan's Law, Orange County Sheriff's,
30 and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as
31 all the internet checks have been completed and are acceptable.~~

~~32 DJ. CONTRACTOR shall recruit, hire, train and maintain staff who possess qualifications including
33 work, education and lived experience requirements that meet the level of expertise needed to perform
34 required duties. Documentation may include, but not be limited to, the following: records attesting to
35 efforts made in recruitment and hiring practices and identification of measures taken to enhance
36 accessibility for potential staff in these categories.~~

~~37 EK. CONTRACTOR staff shall be trained, or be willing and able to obtain training upon hire and~~

1 prior to providing any services to Clients, on serious and persistent mental illness, substance use
 2 disorders, psychotropic medications and their effects, the principles of trauma-informed care, and
 3 motivational interviewing;

4 ~~FL. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation~~
 5 ~~with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective~~
 6 ~~management of program staff and resources. This may include establishing contact with potential~~
 7 ~~referral sources and clients to increase utilization and availability of peer mentoring services;~~

8 ~~GM. Adult Program Director roles and responsibilities CONTRACTOR shall ensure sufficient~~
 9 ~~program oversight to include, but not be limited to:~~

10 ~~1. Monitoring and providing oversight of the program to ensure that staffing levels and~~
 11 ~~qualifications shall meet the needs of the clients served;~~

12 ~~2. Development of all P&Ps regarding the program; at a minimum, P&P's shall be reviewed~~
 13 ~~annually and revised as needed;~~

14 ~~3. Researching, developing and implementing the most current best practices for peer mentors~~
 15 ~~to utilize while working with Clients toward improving and maintaining their overall recovery;~~

16 ~~4. Providing ongoing communication and supervision to the Peer Program Director, Peer~~
 17 ~~Mentors and other staff in the program to monitor and improve the peer mentors' capabilities and~~
 18 ~~competencies to ensure that the Clients' needs are addressed with cultural and linguistic sensitivity;~~

19 ~~5. Submittal of monthly programmatic reports and performance objective information to~~
 20 ~~ADMINISTRATOR with verification that data is correct and accurate and submitted by deadline;~~

21 ~~6. Development and coordination of in-service training of staff, both initially and ongoing, on~~
 22 ~~topics related to specific needs of the program including ongoing training on EBPs and providing~~
 23 ~~additional community resources available to Clients. A training schedule with topics and target dates~~
 24 ~~for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of each~~
 25 ~~fiscal year of the contract term; and~~

26 ~~7. Maintaining ongoing communication with ADMINISTRATOR in regards to program~~
 27 ~~operations and issues.~~

28 ~~H. Peer Program Director roles and responsibilities shall include, but not limited to:~~

29 ~~1. Monitor and oversee the delivery of peer mentoring services including providing~~
 30 ~~supervision to peer mentors, conducting in-service trainings and following through program~~
 31 ~~implementation;~~

32 ~~2. Provide weekly individual and group supervision and support to the Peer Mentors on their~~
 33 ~~needs to be able to provide effective and supportive services to Clients and ensure adherence to the~~
 34 ~~requirements of EBPs used in the program;~~

35 ~~38. Conducting in person observation of Peer Mentors and providing ongoing feedback and~~
 36 ~~discussion on best practices as needed;~~

37 ~~49. Ensuring that Peer Mentors receive and complete the required annual trainings provided~~

1 by COUNTY and by the program including any EBP trainings such as Motivational Interviewing;
 2 _____ . Review, complete and submit reporting requirements to Adult Program Director and/or to
 3 ADMINISTRATOR in a timely manner; and

4 _____ 6. Maintain ongoing communication with the Adult Program Director with regards to the
 5 program operations and issues.

6 _____ I. Peer Mentor roles and responsibilities shall include, but not limited to:

7 _____ 1. Provide peer mentoring services in accordance with Services paragraph of Contract to the
 8 identified number of clients assigned to each Peer Mentor and these services to include:

9 _____ a. System Navigation Services where the Peer Mentor will be responsible for helping the
 10 Clients in being able to access services throughout the system of care by ensuring that Clients attend
 11 their scheduled appointments, including providing transportation and attending treatment team meetings
 12 with the Clients, and will be responsible for helping the Clients transition from/to a higher or lower level
 13 of care smoothly and move forward on the treatment goals established in treatment.

14 _____ b. Referral and Linkage to supportive services where the Peer Mentor will be able to assist
 15 the Clients link to ancillary services such as acquisition of benefits (i.e., SSI/SDI benefits, financial,
 16 housing, etc.) and linkage to mental health and medical providers and any other community services,
 17 outside of treatment in order to continue on their overall recovery.

18 _____ c. Community Reintegration where Peer Mentor is responsible for helping Clients rebuild
 19 productive lives by linking Clients to vocational and educational resources, job search assistance and
 20 supportive referrals such as positive sober activities and other social interactions.

21 _____ 2. Provide services both in the office and in the field, and meeting Clients in the communities
 22 where they are located; and attending appointments and be able to track

23 _____ 3. Track the types of services and outreach efforts being provided to Clients;

24 _____ 3. Complete the required documentation for each service provided to Clients within the
 25 required timeline;

26 #

27 _____ 4. Responsible for completing Complete all the required trainings as set forth by the Program
 28 and COUNTY;

29 _____ 5. Maintain ongoing communication with Peer Program Director and Adult Program Director
 30 with regards to any client issues.

31 _____ J. Quality Assurance Clinician roles and responsibilities shall include, but not limited to:

32 _____ 1. Monitor, collect and analyze all data reporting information gathered from the individual
 33 Clients' charts and submit to the Peer Program Director and/or Adult Program Director in a timely
 34 manner monthly;

35 _____ 2. Submit completed monthly client surveys as they pertain to peer mentoring services;

36 _____ 3. Maintain ongoing communication with Peer Program Director and Adult Program Director
 37 with regards to data collection and reporting issues.

1 ~~— K. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all~~
2 ~~P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member~~
3 ~~and place it in their personnel files.~~

4 ~~— L. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.~~

5 ~~— KM. COUNTY shall provide, or cause to be provided, training and ongoing consultation to~~
6 ~~CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR~~
7 ~~Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.~~

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

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

22 ~~— PN. CONTRACTOR may augment the above paid staff with volunteers or interns upon written~~
23 ~~approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified~~
24 ~~in the respective job descriptions or work contracts.~~

25 ~~— QQ. CONTRACTOR shall maintain personnel files for each staff member, including the~~
26 ~~management and other administrative positions, which shall include, but not be limited to, an~~
27 ~~application for employment, qualifications for the position, documentation of bicultural/bilingual~~
28 ~~capabilities (if applicable), pay rate and evaluations justifying pay increases.~~

29 ~~— R. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of~~
30 ~~any staffing vacancies that occur during the term of the Contract.~~

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

34 ~~— TP. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the~~
35 ~~Staffing Paragraph of this Exhibit A to the Contract.~~

AMENDMENT NO. 2 OF EXHIBIT B
SUBSTANCE-USE DISORDER PEER MENTORING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PHOENIX HOUSE ORANGE COUNTY, INC.
AUGUST 14, 2020 THROUGH JUNE 30, 2023³⁵

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

1 B. DEFINITIONS

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

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

8 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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 Health and Human Services or
 14 his or her designee.

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

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

22 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
 23 45 CFR § 160.103.

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

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

30 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
 31 45 CFR § 160.103.

32 **C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:**

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

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

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
4 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
5 creates, 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 Subcontractor 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 45
34 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 Contract, 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, subcontractor, and agents who have access to the Social Security data, including employees,
9 agents, subcontractor, and agents of its subcontractor.

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 Contract, if
12 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
13 terminate the Contract, 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 Contract.

18 15. CONTRACTOR shall make itself and any subcontractor, employees or agents assisting
19 CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no
20 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 subcontractor, 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 Contract upon thirty (30) days written notice in the event:

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

36 //

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 electronic PHI COUNTY discloses to
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
12 CONTRACTOR shall develop and maintain a written information privacy and security program that
13 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
14 CONTRACTOR's operations and the nature and scope of its activities.

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

19 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
20 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
21 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
22 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
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
25 Subparagraph 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 subcontractor 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 Contract, 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 Contract.

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

17 c. Confidentiality Statement. All persons that will be working with PHI COUNTY
18 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
19 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and
20 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
21 workforce member prior to access to such PHI. The statement must be renewed annually. 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 Contract.

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

37 //

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

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

8 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
9 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
10 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
11 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified
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) calendar or business days of vendor release. Applications
25 and systems that cannot be patched due to operational reasons must have compensatory controls
26 implemented to 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) calendar or business days, preferably every
34 sixty (60) calendar or business days. Passwords must be changed if revealed or compromised.
35 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
36 the standard keyboard:

37 //

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

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

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

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

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

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

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

35 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
36 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
37 //

1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

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

10 b. Log Reviews. 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 routine procedure in place to review system logs for unauthorized access.

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

37 //

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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
18 COUNTY.

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

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

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

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

36 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
37 42 USC § 17935(d)(2).

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

35 //

36 //

37 //

AMENDMENT NO. 2 OF EXHIBIT C**SUBSTANCE-USE DISORDER PEER MENTORING SERVICES****BETWEEN****COUNTY OF ORANGE****AND****PHOENIX HOUSE ORANGE COUNTY, INC.****AUGUST 14, 2020 THROUGH JUNE 30, 2023³⁵****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 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 Contract on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between 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 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.

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

4 B. TERMS OF AGREEMENT

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

9 2. Responsibilities of CONTRACTOR

10 CONTRACTOR agrees:

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

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

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

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

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

32 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
33 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
34 CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as
35 the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
36 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information
37 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies

1 Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of
2 CONTRACTOR's agents or subcontractor, to whom CONTRACTOR provides DHCS PII agree to the
3 same requirements for privacy and security safeguards for confidential data that apply to
4 CONTRACTOR with respect to such information.

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

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

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

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

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

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

32 //
33 //
34 //
35 //
36 //
37 //