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REFERENCED CONTRACT PROVISIONS

~~Term: July 1, 2018 through June 30, 2021~~

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

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

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

~~**Maximum Obligation:-**~~

~~Period One Maximum Obligation: \$2,375,000~~

~~Period Two Maximum Obligation: \$2,375,000~~

~~Period Three Maximum Obligation: \$2,612,500~~

~~TOTAL MAXIMUM OBLIGATION: \$7,362,500~~

~~**Basis for Reimbursement:** Negotiated Rate~~

~~**Payment Method:** Monthly in Arrears~~

Term: July 1, 2018 through June 30, 2022

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

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

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

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

Amount Not To Exceed:

Period One Amount Not To Exceed: \$ 2,375,000

Period Two Amount Not To Exceed: 2,375,000

Period Three Amount Not To Exceed: 2,612,500

Period Four Amount Not To Exceed: 4,605,515

TOTAL AMOUNT NOT TO EXCEED: \$ 11,968,015

Basis for Reimbursement: Negotiated Rate and Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-023-1878

CONTRACTOR TAX ID Number: 22-2268070

Notices to COUNTY and CONTRACTOR:

I. ACRONYMS

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

1		
2		
3		
4	A. AES	Advanced Encryption Standard
5	B. AOD	Alcohol and Other Drug
6	C. ARRA	American Recovery and Reinvestment Act
7	D. ASAM	American Society of Addiction Medicine
8	E. ASRS	Alcohol and Drug Programs Reporting System
9	F. BCP	Business Continuity Plan
10	G. CalOMS	California Outcomes Measurement System
11	H. CAP	Corrective Action Plan
12	I. CCC	California Civil Code
13	J. CCR	California Code of Regulations
14	K. CD/DVD	Compact Disc/Digital Video or Versatile Disc
15	L. CEO	County Executive Office
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CHHS	California Health and Human Services Agency
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. CIPA	California Information Practices Act
23	T. CMPPA	Computer Matching and Privacy Protection Act
24	U. COI	Certificate of Insurance
25	V. CSU	Crisis Stabilization Unit
26	W. DATAR	Drug Abuse Treatment Access Report
27	X. DHCS	Department of Health Care Services
28	Y. D/MC	Drug/Medi-Cal
29	Z. DMC ODS	Drug Medi-Cal Organized Delivery System
30	AA. DoD	US Department of Defense
31	AB. DPFS	Drug Program Fiscal Systems
32	AC. DRP	Disaster Recovery Plan
33	AD. DRS	Designated Record Set
34	AE. DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition
35	AF. DSS	Department of Social Services
36	AG. EBPs	Evidenced Based Treatment Practices
37	AH. EHR	Electronic Health Records

1	AI. ePHI	Electronic Protected Health Information
2	AJ. EPSDT	Early Periodic Screening, Diagnostic and Treatment
3	AK. FIPS	Federal Information Processing Standards
4	AL. FTE	Full Time Equivalent
5	AM. GAAP	Generally Accepted Accounting Principles
6	AN. HCA	Health Care Agency
7	AO. HHS	Health and Human Services
8	AP. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 104–191
10	AQ. HITECH Act	The Health Information Technology for Economic and Clinical Health
11		Act, Public Law 111–005
12	AR. HSC	California Health and Safety Code
13	AS. ID	Identification
14	AT. IEA	Information Exchange Agreement
15	AU. IRIS	Integrated Records and Information System
16	AV. ISO	Insurance Services Office
17	AW. LPHA	Licensed Practitioner of the Healing Arts
18	AX. MAT	Medication Assisted Treatment
19	AY. NIST	National Institute of Standards and Technology
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCPD	Orange County Probation Department
23	BC. OCR	Office for Civil Rights
24	BD. OIG	Office of Inspector General
25	BE. OMB	Office of Management and Budget
26	BF. OPM	Federal Office of Personnel Management
27	BG. P&P	Policy and Procedure
28	BH. PA DSS	Payment Application Data Security Standard
29	BI. PC	State of California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standard
31	BK. PHI	Protected Health Information
32	BL. PII	Personally Identifiable Information
33	BM. PI	Personal Information
34	BN. RPC	Residential Placement Coordinator
35	BO. RTS	Residential Treatment Services
36	BP. SIR	Self-Insured Retention
37	BQ. SMA	Statewide Maximum Allowance

1	BR. STC	Special Terms and Conditions
2	BS. SUD	Substance Use Disorder
3	BT. TB	Tuberculosis
4	BU. UMDAP	Uniform method of Determining Ability to Pay
5	BV. USC	United States Code

7 **II. ALTERATION OF TERMS**

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

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

16 **III. ASSIGNMENT OF DEBTS**

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

25 **IV. COMPLIANCE**

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

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

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

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

8 3. If CONTRACTOR does not provide proof of its own Compliance program to
 9 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
 10 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR
 11 within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
 12 CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

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

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

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

1 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
2 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health
3 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
4 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,
5 subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred
6 sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point
7 when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall
8 ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's
9 Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own
10 compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected
11 to use its own).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 26 Individuals relative to this Agreement.

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

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

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

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

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

37 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care

1 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
 2 and are consistent with federal, state and county laws and regulations. This includes compliance with
 3 federal and state health care program regulations and procedures or instructions otherwise communicated
 4 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

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

18 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
 19 Competence Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
 20 Competence Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
 21 §1810.410.subds. (c)-(d).)

22 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
 23 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
 24 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
 25 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
 26 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this
 27 Agreement on the basis of such default.

28 **V. CONFIDENTIALITY**

29 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio
 30 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,
 31 including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended
 32 or changed.
 33

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

1 Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of
 2 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
 3 consultants, subcontractors, volunteers and interns.

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

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

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

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

18 VI. COST REPORT

19 ~~A. CONTRACTOR shall submit an individual and/or consolidated Cost Report for Period One and~~
 20 ~~Period Two, or for a portion thereof to COUNTY no later than forty five (45) calendar days following~~
 21 ~~the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare~~
 22 ~~the individual and/or consolidated Cost Report in accordance with all applicable federal, state and~~
 23 ~~COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.~~
 24 ~~CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,~~
 25 ~~and funding sources in accordance with such requirements and consistent with prudent business practice,~~
 26 ~~which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,~~
 27 ~~and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR~~
 28 ~~has multiple Agreements for mental health services that are administered by HCA, consolidation of the~~
 29 ~~individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by~~
 30 ~~ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later~~
 31 ~~than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be~~
 32 ~~incorporated into a consolidated Cost Report.~~

33 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report for each Period or
 34 for a portion thereof to COUNTY no later than forty-five (45) calendar days following the period for
 35 which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual
 36 and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY
 37

1 requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall
 2 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in
 3 accordance with such requirements and consistent with prudent business practice, which costs and
 4 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
 5 any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple
 6 Agreements for mental health services that are administered by HCA, consolidation of the individual Cost
 7 Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.
 8 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business
 9 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a
 10 consolidated Cost Report.

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

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

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

22 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
 23 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
 24 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

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

35 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
 36 applicable revenues and any late penalty, not to exceed the negotiated rate as specified in the Agreement.
 37 CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to

1 applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by
2 COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable
3 expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form
4 of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to
5 reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

6 D. Costs of Medi-Cal services shall not exceed the negotiated rate as specified in this Agreement.

7 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
8 this Agreement, less applicable revenues and any late penalty, are higher than the aggregate of interim
9 monthly payments to CONTRACTOR, then COUNTY shall pay CONTRACTOR the difference,
10 provided such payment does not exceed the COUNTY's Total Maximum Obligation and separate non-
11 Medi-Cal Maximum Obligation and Medi-Cal Maximum Obligation.

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

14
15 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
16 supporting documentation prepared by _____ for the cost report period
17 beginning _____ and ending _____ and that, to the best of my knowledge
18 and belief, costs reimbursed through this Agreement are reasonable and allowable and
19 directly or indirectly related to the services provided and that this Cost Report is a true,
20 correct, and complete statement from the books and records of (provider name) in
21 accordance with applicable instructions, except as noted. I also hereby certify that I
22 have the authority to execute the accompanying Cost Report.

23
24 Signed _____
25 Name _____
26 Title _____
27 Date _____"

28
29 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

30 A. CONTRACTOR certifies that it and its principals:

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

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

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 this
 11 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 ADMINISTRATOR
 18 when there is change of less than fifty percent (50%) of Board of Directors or any governing body of
 19 CONTRACTOR at one time.

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

24 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 25 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract subsequently
 26 fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

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

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

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

34 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

35 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
 36 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 37

1 consultants performing work under this Agreement meet the citizenship or alien status requirements set
 2 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 3 subcontractors, and consultants performing work hereunder, all verification and other documentation of
 4 employment eligibility status required by federal or state statutes and regulations including, but not limited
 5 to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as
 6 they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
 7 employees, subcontractors, and consultants for the period prescribed by the law.

8

9 **X. EQUIPMENT**

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

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

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

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

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

1 or all Equipment to COUNTY.

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

6 G. Unless this Agreement is followed without interruption by another agreement between the parties
7 for substantially the same type and scope of services, at the termination of this Agreement for
8 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
9 this Agreement.

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

12 **XI. FACILITIES, PAYMENTS AND SERVICES**

13 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
14 this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
15 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
16 minimum number and type of staff which meet applicable federal and state requirements, and which are
17 necessary for the provision of the services hereunder.
18

19 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

26 F. QUALIFIED INSURER

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

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

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

37

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

a. An Additional Insured endorsement naming the County of Orange, its elected and

1 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

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

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

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

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

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

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

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

25 P. Insurance certificates should be forwarded to the agency/department address listed on the
26 solicitation.

27 Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
28 calendar days of notification by CEO/Purchasing or the agency/department purchasing division, award
29 may be made to the next qualified vendor.

30 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
31 of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in
32 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect
33 COUNTY.

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

1 to all legal remedies.

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

5 U. SUBMISSION OF INSURANCE DOCUMENTS

6 1. The COI and endorsements shall be provided to COUNTY as follows:
7 a. Prior to the start date of this Agreement.
8 b. No later than the expiration date for each policy.
9 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
10 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

29
30 **XIII. INSPECTIONS AND AUDITS**

31 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
32 of the State of California, the Secretary of the United States Department of Health and Human Services,
33 the Comptroller General of the United States, or any other of their authorized representatives, shall have
34 access to any books, documents, and records, including but not limited to, financial statements, general
35 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
36 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
37 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth

1 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
 2 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
 3 premises in which they are provided.

4 B. ADMINISTRATOR shall inform providers and CONTRACTOR, at the time they enter into a
 5 contract, of the following:

6 1. Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42
 7 CFR 438.228 and 42 CFR 438.400 through 42 CFR. 438.424.

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

10 3. The availability of assistance to the beneficiary with filling grievances and appeals.

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

15 5. Random reviews to ensure beneficiaries are being notified in a timely manner.

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

26 D. CONTRACTOR shall actively participate and cooperate with any person specified in
 27 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
 28 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
 29 evaluation or monitoring.

30 E. AUDIT RESPONSE

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

36 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement
 37 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said

1 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
 2 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
 3 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
 4 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
 5 reimbursement due COUNTY.

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

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

15 **XIV. LICENSES AND LAWS**

16 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 17 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,
 18 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
 19 regulations and requirements of the United States, the State of California, COUNTY, and all other
 20 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
 21 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
 22 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
 23 cause for termination of this Agreement. In addition, all treatment providers shall be DMC certified by
 24 the State DHCS. Drug Medi-Cal providers must be certified as such, and must meet any additional
 25 requirements established by COUNTY as part of this certification.

26 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

27 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of
 28 the award of this Agreement:

29 a. In the case of an individual contractor, his/her name, date of birth, social security number,
 30 and residence address;

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

34 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 35 state reporting requirements regarding its employees;

36 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 37

1 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
3 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
4 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
5 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
6 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
7 grounds for termination of this Agreement.

8 3. It is expressly understood that this data will be transmitted to governmental agencies charged
9 with the establishment and enforcement of child support orders, or as permitted by federal and/or state
10 statute.

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

- 14 1. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 15 2. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 16 3. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
17 Contracting and Financial Transactions.
- 18 4. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
19 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
20 Federal Awards.
- 21 5. 41 CFR 50, Public Contracts and Property Management.
- 22 6. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 23 7. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
24 prevention and treatment block grants and/or projects for assistance in transition from
25 homelessness grants.
- 26 8. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 27 9. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
28 National Institute on Drug Abuse.
- 29 10. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
30 Administration.
- 31 11. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 32 12. 42 USC §1320(a), Uniform reporting systems for health services facilities and
33 organizations.
- 34 13. 42 USC §2000d, Civil Rights Act of 1964.
- 35 14. 42 USC §290dd-2, Confidentiality of Records.
- 36 15. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 37 16. 45 CFR 160, General Administrative Requirements.

- 1 17. 45 CFR 162, Administrative Requirements.
- 2 18. 45 CFR 164, Security and Privacy.
- 3 19. 45 CFR 93, New Restrictions on Lobbying.
- 4 20. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 5 21. 45 CFR 96.132, Additional Agreements.
- 6 22. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 7 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 8 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 9 25. ARRA of 2009.
- 10 26. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 11 27. CCC §§1798.80 through 1798.84, Customer Records.
- 12 28. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 13 29. CCC §1798.85, Confidentiality of Social Security Numbers.
- 14 30. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
- 15 Security.
- 16 31. Code of Federal Regulations, Title 42, Public Health.
- 17 32. D/MC Billing Manual (June 2017).
- 18 33. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 19 34. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
- 20 Co-Occurring Disorders, Mental Health Services Oversight and Accountability
- 21 Commission, 1/17/08.
- 22 35. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 23 36. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 24 37. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 25 38. HSC, §11876, Narcotic Treatment Programs.
- 26 39. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
- 27 Master Plans.
- 28 40. Orange County Medi-Cal Mental Health Managed Care Plan.
- 29 41. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
- 30 Manual.
- 31 42. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
- 32 Program Certification Standards, May 2017.
- 33 43. Title 22, CCR, §51009, Confidentiality of Records.
- 34 44. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
- 35 Grants Policy Statement (10/13).
- 36 45. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
- 37 46. Title 22, CCR, Sections 51490.1a.

- 1 47. Exhibit A, Attachment I, Article III. PP- Requirements for Services.
- 2 48. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
- 3 49. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.
- 4 50. HSC, Division 10.5, commencing with Section 11760.
- 5 51. Title 9, CCR (herein referred to as Title 9), Division 4, commencing with Section 9000.
- 6 52. Government Code Section 16367.8.
- 7 53. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated
- 8 to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
- 9 54. Title 42 USC, Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65
- 10 and 66.
- 11 55. The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the
- 12 Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June
- 13 26, 2007.
- 14 56. Title 45, CFR, Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- 15 57. Title 42, CFR, Sections 8.1 through 8.64.
- 16 58. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled
- 17 Substances.
- 18 59. State Administrative Manual Chapter 7200 (General Outline of Procedures.
- 19 60. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A),
- 20 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
- 21 61. 45 CFR 96.124(e), Certain Allocations (SAPTBG).
- 22 62. 45 CFR 96.131, Treatment Services for Pregnant Women.
- 23 63. HSC §11757.59, Perinatal State General Fund.
- 24 64. County of Orange, HCA, Alcohol Program and Drug Abuse Services D/MC Utilization
- 25 Control Plan for Perinatal Residential Services.
- 26 65. State of California, Department of Alcohol and Drug Programs, Perinatal Services
- 27 Guidelines.
- 28 66. CCR, Title 22, §51341.1(h)(5)(A), Drug Medi-Cal Substance Abuse Services.
- 29 67. California Department of Health Care Services, Office of Women's and Perinatal Services,
- 30 Perinatal Services Network Guidelines 2014.
- 31 68. CCR, Title 22, Division 3, Health Care Services.
- 32 69. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 33 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 34 Federal Awards.
- 35 70. Title 9, CCR, Section 1810.435.
- 36 71. Title 9, CCR, Section 1840.105.
- 37 D. CONTRACTOR shall be required that the Agreement be governed by, and construed in

1 accordance with, all laws and regulations, and all contractual obligations under this Agreement.

2
3 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

23 E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful
24 use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in
25 HSC, §11999–11999.3.

26
27 **XVI. MAXIMUM OBLIGATION**

28 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
29 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified
30 in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

31 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
32 percent (10%) of Period One funding for this Agreement.

33
34 **XVII. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
37 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to

1 this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its
 2 contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR
 3 also pay their employees no less than the greater of the federal or California Minimum Wage.

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

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

11 **XVIII. NONDISCRIMINATION**

12 **A. EMPLOYMENT**

13 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
 14 unlawfully discriminate against any employee or applicant for employment because of his/her race,
 15 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 16 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 17 orientation, or military and veteran status. Additionally, during the term of this Agreement,
 18 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not
 19 unlawfully discriminate against any employee or applicant for employment because of his/her race,
 20 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 21 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 22 orientation, or military and veteran status.
 23

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

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

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

34 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 35 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
 36 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
 37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
2 fulfilled by use of the term EOE.

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

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

- 21 1. Denying a client or potential client any service, benefit, or accommodation.
- 22 2. Providing any service or benefit to a client which is different or is provided in a different
23 manner or at a different time from that provided to other clients.
- 24 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
25 others receiving any service or benefit.
- 26 4. Treating a client differently from others in satisfying any admission requirement or condition,
27 or eligibility requirement or condition, which individuals must meet in order to be provided any service
28 or benefit.
- 29 5. Assignment of times or places for the provision of services.

30 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
31 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all complaints
32 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
33 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

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

1 ADMINISTRATOR.

2
3 **XX. NOTIFICATION OF DEATH**

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

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

9 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
10 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
11 pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes
12 of computing the time within which to give telephone notice and, notwithstanding the time limit herein
13 specified, notice need only be given during normal business hours.

14 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

35
36 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

37 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of

1 this Agreement, prepare, maintain and manage records appropriate to the services provided and in
2 accordance with this Agreement and all applicable requirements, which include but are not limited to:

3 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),
4 75055(a), 75343(a), and 77143(a).

5 2. State of California, Department of Health Care Services ASRS Manual.

6 3. State of California, Department of Health Care Services DPFS Manual.

7 4. California Health and Safety Code §123145.

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

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

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

17 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
18 commencement of the contract, unless a longer period is required due to legal proceedings such as
19 litigations and/or settlement of claims.

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

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

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

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

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

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

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

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

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

1 requested.

2 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
3 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
4 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

8 J. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following
9 discharge of the client and/or patient, with the exception of non-emancipated minors for whom records
10 must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for
11 ten (10) years after the last date of service, whichever is longer.

12 K. CONTRACTOR shall obtain an NPI for each site identified as a location for providing contractual
13 services. Provider's site NPIs must be submitted to the ADMINISTRATOR prior to rendering services to
14 clients. Contractors providing direct or indirect services for State reporting must also submit rendering
15 (individual) provider NPIs to ADMINISTRATOR for each staff member providing Medi-Cal billable
16 services. Contractor reimbursement will not be processed unless NPIs are on file with
17 ADMINISTRATOR in advance of providing services to clients. It is the responsibility of each contract
18 provider site and individual staff member that bills Medi-Cal to obtain an NPI from the NPPES. Each
19 contract site, as well as every staff member that provides billable services, is responsible for notifying the
20 NPPES within thirty (30) calendar days of any updates to personal information, which may include, but
21 is not limited to, worksite address, name changes, taxonomy code changes, etc.

22 **XXIII. RESEARCH AND PUBLICATION**

23
24 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
25 or developed, as a result of this Agreement for the purpose of personal or professional research, or for
26 publication.

27 **XXIV. REVENUE**

28
29 A. CLIENT FEES – CONTRACTOR shall not charge a fee to DMC beneficiaries to whom services
30 are provided pursuant to this Agreement, their estates and/or responsible relatives, unless a Share of Cost
31 is determined per Medi-Cal eligibility.

32 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
33 available third-party reimbursement for which persons served pursuant to this Agreement may be eligible.
34 Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges. An
35 Assignment of Benefits must be present in a Participant's file when applicable.

36 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
37 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide

1 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
 2 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
 3 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

5 **XXV. SEVERABILITY**

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

12 **XXVI. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

12 2. Making phone calls outside of the local area unless documented to be directly for the purpose
13 of client care.

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

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

17 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
18 CONTRACTOR's clients.

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

23
24 **XXVII. STATUS OF CONTRACTOR**

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

35
36 **XXVIII. TERM**

37 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the

1 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference
 2 Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement
 3 shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise
 4 sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated
 5 to perform such duties as would normally extend beyond this term, including but not limited to, obligations
 6 with respect to confidentiality, indemnification, audits, reporting and accounting.

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

10 **XXIX. TERMINATION**

11 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'
 12 written notice given the other Party.

13 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
 14 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this
 15 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30)
 16 calendar days for corrective action.

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

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

33 D. CONTINGENT FUNDING

- 34 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 35 a. The continued availability of federal, state and county funds for reimbursement of
 36 COUNTY's expenditures, and
 - 37 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)

1 approved by the Board of Supervisors.

2 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
3 terminate or renegotiate this Agreement upon ninety (90) calendar days' written notice given
4 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding,
5 CONTRACTOR shall not be obligated to accept the renegotiated terms.

6 E. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C. or D.
7 above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

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

35
36 **XXX. THIRD-PARTY BENEFICIARY**

37 Neither Party hereto intends that this Agreement shall create rights hereunder in third-parties

1 including, but not limited to, any subcontractors or any clients provided services pursuant to this
2 Agreement.

3
4 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 PHOENIX HOUSE ORANGE COUNTY, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

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11 BY: _____ DATED: _____

12
13 TITLE: _____

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17 COUNTY OF ORANGE

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20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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

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29 BY: _____ DATED: _____

30 DEPUTY

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

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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
ADULT RESIDENTIAL DRUG MEDI-CAL
SUBSTANCE USE DISORDER TREATMENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PHOENIX HOUSE ORANGE COUNTY, INC.
JULY 1, 2018 THROUGH JUNE 30, 2021²

I. SERVICES TO BE PROVIDED

~~CONTRACTOR agrees to provide the following Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2018 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.~~

~~Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services general requirements as specified in Exhibit B~~ X

~~Drug Medi-Cal Adult Substance Use Disorder Treatment Services requirements as specified in Exhibit C~~ X

~~Drug Medi-Cal Perinatal Substance Use Disorder Treatment Services requirements as specified in Exhibit D~~

~~Business Associate Contract as specified in Exhibit E~~ X

~~Personal Information Privacy and Security Contract as specified in Exhibit F~~ X

I. SERVICES TO BE PROVIDED

CONTRACTOR agrees to provide the following Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services pursuant to the terms and conditions specified in the Agreement for

1 provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2018 as
2 hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete
3 services to be provided by CONTRACTOR.

4			
5	<u>Exhibit B</u>	<u>Adult Residential Drug Medi-Cal Substance Use Disorder Treatment</u>	<u>X</u>
6		<u>Services General Requirements</u>	
7	<u>Exhibit C</u>	<u>Drug Medi-Cal Adult Substance Use Disorder Treatment Services</u>	<u>X</u>
8		<u>requirements</u>	
9	<u>Exhibit D</u>	<u>Good Neighbor Policy Requirements</u>	<u>X</u>
10	<u>Exhibit E</u>	<u>Business Associate Contract</u>	<u>X</u>
11	<u>Exhibit F</u>	<u>Personal Information Privacy and Security Contract</u>	<u>X</u>

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
ADULT RESIDENTIAL DRUG MEDICAL
SUBSTANCE USE DISORDER TREATMENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PHOENIX HOUSE ORANGE COUNTY, INC.
JULY 1, 2018 THROUGH JUNE 30, 202~~1~~2

I. COMMON TERMS AND DEFINITIONS

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

1. AB109 means services for those Clients deemed eligible by Assembly Bill 109, Public Safety Realignment, under which the Client’s last offense was non-violent, non-sexual, and non-serious.

2. AB109 Supervision means an offender released from prison to OCPD, or sentenced under AB109 and is doing their incarceration in jail instead of prison.

3. ASAM Criteria is a comprehensive set of guidelines for placement, continued stay and transfer/discharge of Clients with addiction and co-occurring conditions.

4. ASAM-Designated Levels of Care means a designation that is issued by DHCS to a residential program based on the services provided at the facility. For the purposes of this Agreement, CONTRACTOR shall provide services in accordance with one of the following ASAM-Designated Levels of Care:

a. 3.1 – Clinically Managed Low-Intensity Residential Services means a twenty-four (24) hour structure with available trained personnel; at least five (5) hours of clinical service/week and preparation for outpatient treatment.

b. 3.3 – Clinically Managed Population-Specific High-Intensity Residential Services means a twenty-four (24) hour structured living environment in combination with high-intensity clinical services for clients with significant cognitive impairment

c. 3.5 – Clinically Managed High-Intensity Residential Services means a twenty-four (24) hour residential care for clients who require a twenty-four (24) hour supportive treatment environment in order to develop sufficient recovery skills to avoid relapse or continued AOD use. It will include at least five (5) hours of clinical service/week.

5. Bed Day means one (1) calendar day during which CONTRACTOR provides Residential Treatment Services as described in Exhibit A of the Agreement. A Bed Day will include the day of admission; but, not the day of discharge. If admission and discharge occur on the same day, one (1) Bed Day will be charged.

1 6. CalOMS is a statewide Client-based data collection and outcomes measurement system as
2 required by the State to effectively manage and improve the provision of alcohol and drug treatment
3 services at the State, COUNTY, and provider levels.

4 7. Case Management means services that assist a Client to access needed medical, educational,
5 social, prevocational, vocational, rehabilitative, or other community services.

6 8. CESI/CEST are self-administered survey instruments designed to assess Clients' motivation
7 for change, engagement in treatment, social and peer support, and other psychosocial indicators of
8 progress in recovery.

9 9. Client means a person who has a substance use disorder, for whom a COUNTY-approved
10 intake and admission for Residential Treatment Services as appropriate have been completed pursuant to
11 this Agreement.

12 10. Clinical Component means services designed to improve a Client's ability to structure and
13 organize tasks of daily living and recovery.

14 11. Completion means the completion of the Residential Treatment Services program whereby
15 the Client has successfully completed all goals and objectives documented in the Client's treatment plan
16 within the maximum authorized length of stay authorized by ADMINISTRATOR.

17 12. Co-Occurring is when a person has at least one substance use disorder and one mental health
18 disorder that can be diagnosed independently of each other.

19 13. DATAR is the DHCS system used to collect data on SUD treatment capacity and waiting
20 lists.

21 14. EPSDT means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-
22 covered beneficiaries less than twenty-one (21) years of age to receive any Medicaid service necessary to
23 correct or help to improve a defect, mental illness, or other condition, such as a substance-related disorder,
24 that is discovered during a health screening.

25 15. Incidental Medical Services means optional services, approved by DHCS to be provided at a
26 licensed adult alcoholism or drug use residential treatment facility by or under the supervision of a LPHA
27 that addresses medical issues associated with either detoxification or substance use.

28 16. Intake means the initial face-to-face meeting between a Client and CONTRACTOR staff in
29 which specific information about the Client is gathered including the ability to pay and standard admission
30 forms pursuant to this Agreement.

31 17. IRIS is a collection of applications and databases that serve the needs of programs within
32 HCA and includes functionality such as registration and scheduling, laboratory information system,
33 invoices and reporting capabilities, compliance with regulatory requirements, electronic medical records
34 and other relevant applications.

35 18. Linkage means connecting a Client to ancillary services such as outpatient and/or residential
36 treatment and supportive services which may include self-help groups, social services, rehabilitation
37 services, vocational services, job training services, or other appropriate services.

1 19. LPHA means any Physician, Nurse Practitioners, Physician Assistants, Registered Nurses,
2 Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed
3 Professional Clinical Counselor, Licensed Marriage and Family Therapists, or Licensed Eligible
4 Practitioners working under the supervision of Licensed Clinicians.

5 20. MAT Services means the use of Federal Drug Administration-approved medications in
6 combination with behavioral therapies to provide a whole Client approach to treating substance use
7 disorders

8 21. Perinatal means the condition of being pregnant or postpartum.

9 22. Perinatal Residential Treatment Services means AOD treatment services that are provided to
10 a woman, eighteen (18) years and older, who is pregnant and/or has custody of dependent children up to
11 twelve (12) years of age, in her care; who has a primary problem of substance use disorder, and who
12 demonstrates a need for perinatal substance use disorder residential treatment services. Services are
13 provided in a twenty-four (24) hour residential program. These services are provided in a non-medical,
14 residential setting that has been licensed and certified by DHCS to provide perinatal services.

15 23. Postpartum means the 60-day period beginning on the last day of pregnancy, regardless of
16 whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month
17 in which the 60th day occurs.

18 24. Recovery Services means billable services available after the client has completed a course
19 of treatment. Recovery services emphasize the client's central role in managing their health, use effective
20 self-management support strategies, and organize internal and community resources to provide ongoing
21 self-management support to patients.

22 25. Residential Treatment Authorization means the approval that is provided by the county for a
23 Client to receive residential services after the DSM and ASAM Criteria are reviewed to ensure that the
24 beneficiary meets the requirements for the service. Decisions for service authorization are provided within
25 twenty-four (24) hours of the authorization request being submitted by the CONTRACTOR.

26 26. RTS means alcohol and other drug treatment services that are provided to Clients at a twenty-
27 four (24) hour residential program. Services are provided in an alcohol and drug free environment and
28 support recovery from alcohol and/or other drug related problems. These services are provided in a non-
29 medical, residential setting that has been licensed and certified by DHCS.

30 27. Self-Help Meetings means a non-professional, peer participatory meeting formed by people
31 with a common problem or situation offering mutual support to each other towards a goal or healing or
32 recovery.

33 28. Structured Therapeutic Activities means organized program activities that are designed to
34 meet treatment goals and objectives for increased social responsibility, self-motivation, and integration
35 into the larger community. Such activities would include participation in the social structure of the
36 residential program. It also includes the Client's progression, with increasing levels of responsibility and
37 independence through job and other assignments culminating in employment seeking and employment-

1 initiation activities in the community.

2 29. SUD means a condition in which the use of one or more substances leads to a clinically
3 significant impairment or distress per the DSM-5.

4 30. Token means the security device which allows an individual user to access IRIS.

5 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Common Terms and Definitions Paragraph of this Exhibit B to the Agreement.

7
8 **H. PAYMENTS**

9 ~~— A. BASIS FOR REIMBURSEMENT — As compensation to CONTRACTOR for services provided
10 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates
11 of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all other
12 COUNTY Contractors for all substance use disorder treatment services for substance users shall not
13 exceed COUNTY’s Total Maximum Obligation as set forth in the Referenced Contract Provisions of the
14 Agreement; and provided further, that CONTRACTOR’s costs are allowable pursuant to applicable
15 COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide
16 services due to non-compliance with licensure and/or certification standards of the state, COUNTY or
17 OCPD, ADMINISTRATOR may elect to reduce COUNTY’S maximum obligation proportionate to the
18 length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure
19 compliance with all DMC billing and documentation requirements when entering Units of Service into
20 COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with
21 non-compliant billing practices. If CAPs are not completed within timeframes as determined by
22 ADMINISTRATOR, payments may be reduced accordingly.~~

23 ~~—— 1. For Medi-Cal services provided pursuant to the Agreement, COUNTY shall claim
24 reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are
25 eligible.~~

26 ~~—— 2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a
27 monthly basis. ADMINISTRATOR shall review billing and remit to Accounting for submission to the
28 State Medi-Cal unit.~~

29 ~~—— 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties
30 imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of
31 CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties
32 within thirty (30) days of written notification by COUNTY.~~

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Modes of Service	Reimbursement Rate			
	Period One	Period Two (7/1/19-9/30/19)	Period Two (10/1/19-6/30/20)	Period Three
Residential Treatment 3.1 (per bed-day)	\$84.67	\$84.67	\$113.76	\$118.93
Residential Treatment 3.3 (per bed-day)	N/A	N/A	N/A	N/A
Residential Treatment 3.5 (per bed-day)	\$102.74	\$102.74	\$129.13	\$130.79
Room and Board 3.1 (per bed-day)	\$23.10	\$23.10	\$30.81	\$35.02
Room and Board 3.5 (per bed-day)	\$23.10	\$23.10	\$30.81	\$35.13
Case Management (per 15 minute increment)	\$26.21	26.21	\$26.21	\$26.21
Recovery Services (per 15 minute increment)	\$26.17	26.17	\$26.17	\$26.17

~~B. PAYMENT METHOD—COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.~~

~~C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Agreement. Invoices received after the due date may not be paid in accordance with Subparagraph II.B of this Exhibit B to the Agreement.~~

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

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

1 ~~any provision of this Agreement.~~

2 ~~— F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration~~
 3 ~~and/or termination of this Agreement.~~

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

11 ~~— H. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements~~
 12 ~~when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR shall withhold payment~~
 13 ~~for non-compliant Units of Service, and may reduce, withhold or delay any payment associated with non-~~
 14 ~~compliant billing practices.~~

15 ~~— I. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB~~
 16 ~~Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements~~
 17 ~~within the reporting period specified by OMB Circular A-133.~~

18 ~~— J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 19 ~~Payments Paragraph of this Exhibit B to the Agreement.~~

20 II. PAYMENTS

21 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
 22 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates
 23 of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all other
 24 COUNTY contractors for all substance use disorder treatment services for substance users shall not
 25 exceed COUNTY's Total Maximum Obligation as set forth in the Referenced Contract Provisions of the
 26 Agreement; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable
 27 COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide
 28 services due to non-compliance with licensure and/or certification standards of the state, COUNTY or
 29 OCPD, ADMINISTRATOR may elect to reduce COUNTY'S maximum obligation proportionate to the
 30 length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure
 31 compliance with all DMC billing and documentation requirements when entering Units of Service into
 32 COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with
 33 non-compliant billing practices. If CAPs are not completed within timeframes as determined by
 34 ADMINISTRATOR, payments may be reduced accordingly.

35 1. For Medi-Cal services provided pursuant to the Agreement, COUNTY shall claim
 36 reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are
 37 eligible.

2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a monthly basis. ADMINISTRATOR shall review billing and remit to Accounting for submission to the State Medi-Cal unit.

3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) days of written notification by COUNTY.

<u>Modes of Service</u>	<u>Reimbursement Rate</u>				
	<u>Period One</u>	<u>Period Two (7/1/19- 9/30/19)</u>	<u>Period Two (10/1/19- 6/30/20)</u>	<u>Period Three</u>	<u>Period Four</u>
<u>Residential Treatment 3.1 (per bed day)</u>	<u>\$84.67</u>	<u>\$84.67</u>	<u>\$113.76</u>	<u>\$118.93</u>	<u>\$118.93</u>
<u>Residential Treatment 3.3 (per bed day)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Residential Treatment 3.5 (per bed day)</u>	<u>\$102.74</u>	<u>\$102.74</u>	<u>\$129.13</u>	<u>\$130.79</u>	<u>\$130.79</u>
<u>Room and Board 3.1 (per bed day)</u>	<u>\$23.10</u>	<u>\$23.10</u>	<u>\$30.81</u>	<u>\$35.02</u>	<u>Actual Cost</u>
<u>Room and Board 3.5 (per bed day)</u>	<u>\$23.10</u>	<u>\$23.10</u>	<u>\$30.81</u>	<u>\$35.13</u>	<u>Actual Cost</u>
<u>Case Management (per 15 minute increment)</u>	<u>\$26.21</u>	<u>26.21</u>	<u>\$26.21</u>	<u>\$26.21</u>	<u>\$26.21</u>
<u>Recovery Services (per 15 minute increment)</u>	<u>\$26.17</u>	<u>26.17</u>	<u>\$26.17</u>	<u>\$26.17</u>	<u>\$26.17</u>

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.

C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Agreement. Invoices received after the due date may not be paid in accordance with Subparagraph II.B of this Exhibit B to the Agreement.

D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source

1 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
 2 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
 3 receipts, receiving records, and records of services provided.

4 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
 5 any provision of this Agreement.

6 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
 7 and/or termination of this Agreement.

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

15 H. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements
 16 when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR shall withhold payment
 17 for non-compliant Units of Service, and may reduce, withhold or delay any payment associated with non-
 18 compliant billing practices.

19 I. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB
 20 Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements
 21 within the reporting period specified by OMB Circular A-133.

22 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 23 Payments Paragraph of this Exhibit B to the Agreement.

24 **III. RECORDS**

25
 26 A. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 27 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the type
 28 of service for which payment is claimed in accordance with generally accepted accounting 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 Agreement separately from
 33 other funds, and maintain a clear audit trail for the expenditure of funds.

34 3. CLIENT FEES – Pursuant to 42 CFR 438.106, CONTRACTOR shall not collect fees from
 35 a Medi-Cal beneficiary or persons acting on behalf of the beneficiary for any SUD or related
 36 administrative services provided under this Agreement, except to collect other health insurance coverage,
 37 share of cost, and co-payments. Drug Medi-Cal is payment in full for treatment services rendered for

1 Medi-Cal beneficiaries.

2 B. CLIENT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the
3 licensing authority, DHCS, the COUNTY Guidelines, and CCR, Title 22, related to DMC on each
4 individual Client in sufficient detail to permit an evaluation of services, which shall include, but not
5 limited to:

6 1. Documentation of ADMINISTRATOR’s Residential Treatment Authorization for
7 Residential Treatment Services.

8 2. Documentation that RTS for substance use disorders are appropriate for the Client. This shall
9 include initial medical necessity determination for the DMC-ODS benefit performed through a face-to-
10 face review by a LPHA. Additionally the ASAM Criteria assessment will be applied to determine
11 placement into the level of assessed services and documented in the Client record.

12 3. Intake and admission data, including, if applicable, a physical examination;

13 4. Treatment plans;

14 5. Reassessments of client functioning based on ASAM criteria;

15 6. Progress notes;

16 7. Continuing services justifications;

17 8. Laboratory test orders and results;

18 9. Referrals;

19 10. Counseling notes;

20 11. Discharge plan;

21 12. Discharge summary;

22 13. Any other information relating to the treatment services rendered to the Client; and

23 14. A sign-in sheet for every group counseling session.

24 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records
25 Paragraph of this Exhibit B to the Agreement.

26 **IV. REPORTS**

27 **A. MONTHLY PROGRAMMATIC**

28 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
29 including information required and on a form approved or provided by ADMINISTRATOR. These
30 monthly programmatic reports should be submitted to ADMINISTRATOR no later than the twentieth
31 (20th) calendar day of the month following the report month.
32

33 2. CONTRACTOR shall be responsible for including in the monthly programmatic report any
34 problems in implementing the provisions of this Agreement, pertinent facts or interim findings, staff
35 changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
36 changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in
37 achieving all the terms of the Agreement shall be included.

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

5 B. FISCAL

6 1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and
7 Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by
8 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's
9 program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement.
10 CONTRACTOR shall submit these reports by no later than twenty (20) calendar days following the end
11 of the month reported.

12 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
13 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated
14 year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the
15 Services Paragraph of Exhibit A to the Agreement. Such reports shall include actual monthly costs and
16 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End
17 Projection Reports shall be submitted at the same time as the monthly Expenditure and Revenue Reports

18 C. MONTHLY IRIS – CONTRACTOR shall input all Units of Service provided in COUNTY's
19 IRIS database for the preceding month no later than the fifth (5th) calendar day of the month following
20 the report month.

21 D. CalOMS – CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission
22 record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a
23 CalOMS discharge record in IRIS within seven (7) calendar days of Client discharge. CONTRACTOR
24 shall run a CalOMS error report and correct any errors within two (2) business days of submitting the
25 CalOMS admission or discharge, and continue to recheck until error free.

26 E. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR, and/or any
27 other State reporting system in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th)
28 calendar day of the month following the report month.

29 F. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by
30 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.
31 ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the
32 information is needed.

33 G. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by
34 ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be
35 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
36 harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of
37 said psychometrics.

1 H. CONTRACTOR agrees to submit reports as required by the ADMINISTRATOR and/or the State.

2 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
3 Paragraph of this Exhibit B to the Agreement.

4
5 **V. GENERAL REQUIREMENTS**

6 A. MEETINGS – CONTRACTOR’s Executive Director or designee shall participate, when
7 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to
8 this Agreement.

9 B. ALCOHOL AND/OR DRUG SCREENING

10 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
11 screening that includes random drug and/or alcohol screen at a minimum of one (1) time per month for
12 the first thirty (30) calendar days and two (2) times per month for the remaining term of the agreement for
13 all Clients. All urine specimen collections shall be observed by same-sex staff. This policy shall be
14 approved by ADMINISTRATOR. A Client shall not be denied admittance to treatment for a positive
15 alcohol and/or drug screen at admission if they meet all other criteria for admission. CONTRACTOR
16 shall:

17 a. Establish procedures that protect against the falsification and/or contamination of any
18 body specimen sample collected for drug screening; and,

19 b. Assure that all urine specimen collections shall be observed by same-sex staff.

20 c. Document results of the drug screening in the Client's record.

21 2. In the event CONTRACTOR wishes to utilize a COUNTY-contracted laboratory for drug
22 screening purposes, CONTRACTOR shall collect and label samples from Clients. Such testing shall be
23 provided at COUNTY’s expense. For tests not already covered in the County-contracted laboratory
24 agreement, CONTRACTOR must receive approval from ADMINISTRATOR prior to using COUNTY-
25 contracted laboratory for drug screenings.

26 3. In the event that any Client receives a drug test result indicating any substance abuse,
27 CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in
28 the Client record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of
29 receipt of such test results via an incident report indicating the corrective action to be taken by the Client
30 if the Client is allowed to remain in the program.

31 C. CESI/CEST – CONTRACTOR shall have all Clients complete the CESI at the time of intake.
32 The CEST shall be completed at mid-point and at completion, and information incorporated in the
33 formulation of treatment plan.

34 1. CONTRACTOR shall ensure that surveys are completed as designated by
35 ADMINISTRATOR and accurately by designated Clients. This includes, but is not limited to, ensuring
36 surveys contain CONTRACTOR number, Client ID number, responses to all psychosocial questions,
37 along with other important Client and CONTRACTOR information, and fields filled and/or marked

1 appropriately.

2 2. CONTRACTOR shall photocopy the CESI and CEST surveys, place them in Client files, and
3 submit the originals to ADMINISTRATOR once a month, by the tenth (10th) calendar day of each month.

4 3. CONTRACTOR shall adhere to all COUNTY CESI and CEST, reporting, and any other
5 guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they may be revised and/or
6 amended in the future, for the review, use and analysis of the CESI and CEST.

7 D. CULTURAL COMPETENCY – CONTRACTOR shall provide culturally competent services.
8 CONTRACTORS must ensure that their policies, procedures, and practices are consistent with the
9 principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-
10 day operations. Translation services must be available for beneficiaries, as needed. CONTRACTOR shall
11 maintain documentation of such efforts which may include; but not be limited to: records of participation
12 in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures;
13 copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken
14 to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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

22 F. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

- 23 1. State Licensure and Certification
- 24 2. Business License
- 25 3. Conditional Use Permit (if applicable)
- 26 4. Fire clearance
- 27 5. Client rights
- 28 6. Grievance procedure
- 29 7. Employee Code of Conduct
- 30 8. Evacuation floor plan
- 31 9. Equal Employment Opportunity notices
- 32 10. Name, address, telephone number for fire department, crisis program, local law enforcement,
33 and ambulance service.

34 11. List of resources within community which shall include medical, dental, mental health, public
35 health, social services and where to apply for determination of eligibility for Federal, State, or County
36 entitlement programs.

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

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

6 H. AUTHORITY – CONTRACTOR shall recognize the authority of OCPD as officers of the court,
 7 and shall extend cooperation to OCPD within the constraints of CONTRACTOR’s program of substance
 8 use disorder residential services.

9 I. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy
 10 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
 11 shall specify that the facility is “smoke free” and that designated smoking areas are outside the visiting
 12 areas at the facility.

13 J. CLIENT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a resident
 14 sign in/out log for all residents, which shall include, but not be limited to, the following:

- 15 1. Client’s schedule for treatment, work, education or other activities;
- 16 2. Location and telephone number where the Client may be reached; and
- 17 3. Requirement for all Clients to notify the program of any change in his/her schedule.

18 ~~K. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy, which~~
 19 ~~shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to,~~
 20 ~~staff training to deal with neighbor complaints, staff contact information available to neighboring residents~~
 21 ~~and complaint procedures. CONTRACTOR shall also contact city management in each city where Client~~
 22 ~~services are provided to inform them of the nature of the services provided under this Agreement.~~
 23 ~~CONTRACTOR shall work collaboratively with city management to resolve any concerns regarding~~
 24 ~~community relations.~~

25 K. GOOD NEIGHBOR POLICY – ADMINISTRATOR has established a Good Neighbor Policy
 26 for the purpose of identifying community impacts and measures to mitigate those impacts. The Good
 27 Neighbor Policy is a set of principles and activities designed to provide a consistent means of
 28 communication between facilities that provide client services and their respective neighbors. The Good
 29 Neighbor Policy is applicable for Residential Programs when CONTRACTOR provides service to County
 30 residents and the services have a potential impact including but not limited to community safety,
 31 cleanliness, and security in the surrounding neighborhood(s).

32 a. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor Policy,
 33 attached hereto as Exhibit D.

34 b. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent possible. In
 35 addition, each facility shall develop a written procedure for the handling of neighborhood complaints
 36 which shall be approved by ADMINISTRATOR. Approved procedure must be available onsite, readily
 37 accessible upon request, and include ADMINISTRATOR’s contact information as provided.

1 c. Non-compliance with this Paragraph and Exhibit D shall constitute a material breach of this
 2 Agreement and constitute cause for immediate termination of this Agreement.

3 L. VISITATION POLICY – CONTRACTOR shall establish a written Visitation Policy, which shall
 4 be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
 5 following:

- 6 1. Sign in logs;
- 7 2. Visitation hours; and
- 8 3. Designated visiting areas at the Facility.

9 M. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,
 10 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited
 11 to, the following:

- 12 1. Admission
- 13 2. Housing arrangement
- 14 3. Bathroom privacy
- 15 4. Drug testing

16 N. MEDICATION POLICY – CONTRACTOR shall establish a written Medication Policy, which
 17 shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to
 18 the securing, handling, and administration of medication(s) prescribed to the Client. The policy shall
 19 address Medications that are prescribed for substance and mental health disorders and medications
 20 disallowed by CONTRACTOR. Clients shall be allowed to have Medications during their stay with the
 21 program, and/or to have the ability to get refill(s).

22 O. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at
 23 each program site at minimum one (1) Naloxone Nasal Spray for the treatment of known or suspected
 24 opioid overdose. At least one (1) staff per shift shall be trained in administering the Naloxone Nasal
 25 Spray. Naloxone Nasal Spray is not a substitute for emergency medical care. CONTRACTOR shall
 26 always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid
 27 emergency.

28 P. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
 29 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

30 1. CONTRACTOR recognizes that a Token is assigned to a specific individual staff member
 31 with a unique password. Tokens and passwords shall not be shared with anyone.

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

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

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

- 1 a. Token of each staff member who no longer supports this Agreement.
- 2 b. Token of each staff member who no longer requires access to IRIS.
- 3 c. Token of each staff member who leaves employment of CONTRACTOR.
- 4 d. Tokens malfunctioning.

5 5. ADMINISTRATOR will issue Tokens for CONTRACTOR’s staff members who require
 6 access to the IRIS upon initial training or as a replacement for malfunctioning Tokens. CONTRACTOR
 7 shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

8 Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the General
 9 Requirements Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
ADULT RESIDENTIAL DRUG MEDICAL
SUBSTANCE USE DISORDER TREATMENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PHOENIX HOUSE ORANGE COUNTY, INC.
JULY 1, 2018 THROUGH JUNE 30, 2024²

I. ADULT RESIDENTIAL TREATMENT SERVICES

~~A. FACILITY CONTRACTOR shall operate a DHCS licensed substance use disorder residential treatment facility in accordance with the standards established by COUNTY and the State within the specifications stated below, unless otherwise authorized by the ADMINISTRATOR. Program shall have DMC certification and must be designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. Residential services may be provided in facilities with no bed capacity limit. The environment shall be healthy and safe and the facility shall be clean and in good repair. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty four (24) hours per day, three hundred sixty five (365) days a year. The facility will have, at a minimum: a kitchen, dining room, and laundry facilities, with enough space for leisure time and group activities. Services shall be provided at the following locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:~~

N/A

A. FACILITY – CONTRACTOR shall operate a DHCS licensed substance use disorder residential treatment facility in accordance with the standards established by COUNTY and the State within the specifications stated below, unless otherwise authorized by the ADMINISTRATOR. Program shall have DMC certification and must be designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. Residential services may be provided in facilities with no bed capacity limit. The environment shall be healthy and safe and the facility shall be clean and in good repair. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day, three hundred sixty-five (365) days a year. The facility will have, at a minimum: a kitchen, dining room, and laundry facilities, with enough space for leisure time and group activities. Services shall be provided at the following locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:

1207 E. Fruit Street, Santa Ana, CA 92701

1
2 **B. LENGTH OF STAY**

3 1. Adults, ages twenty-one (21) and over, may receive no more than (2) residential treatment
4 episodes per three hundred sixty-five (365) day period. A residential treatment episode is defined as one
5 (1) residential stay in a DHCS licensed facility for a maximum of ninety (90) days if medically necessary
6 per three hundred sixty-five (365) day period. An adult Client may receive one thirty (30) day extension,
7 with prior authorization, if that extension is medically necessary, per three hundred sixty-five (365) day
8 period.

9 2. Adolescents, under the age of twenty-one (21), shall receive continuous residential services
10 for a maximum of thirty (30) days. Adolescent beneficiaries may receive up to a thirty (30) day extension
11 if that extension is determined to be medically necessary by Medical Director or LPHA. Adolescent
12 beneficiaries are limited to one extension per year. Adolescent beneficiaries receiving
13 residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of
14 treatment.

15 3. If determined to be medically necessary, perinatal beneficiaries may receive longer lengths
16 of stay than those described above, in accordance with State perinatal guidelines.

17 4. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may reimburse
18 CONTRACTOR to hold a Client's bed during a temporary absence. A temporary absence will be five (5)
19 days or less pre-approved by the ADMINISTRATOR during which the Client is absent from the program
20 due to a brief hospitalization for physical or mental health condition including detoxification, family death
21 or emergency, or flash incarceration. A temporary absence bed day hold will not necessitate a new
22 treatment authorization or CalOMS treatment episode and days bed is held will not count toward the
23 ninety (90) day maximum allowed for the treatment episode.

24 **C. PERSONS TO BE SERVED** – In order to receive services through the DMC-ODS, the Client
25 must be enrolled in Medi-Cal, reside in Orange County, and meet medical necessity criteria, as outlined
26 below.

27 **D. MEDI-CAL ELIGIBILITY- MEDICAL NECESSITY**

28 1. CONTRACTOR must verify the Medicaid eligibility determination of potential Clients. The
29 verification shall be reviewed and approved by the ADMINISTRATOR prior to payment for services,
30 unless the individual is eligible to receive services from tribal health programs operating under the Indian
31 Self Determination and Education Assistance Act (ISDEAA – Pub.L 93-638, as amended) and urban
32 Indian organizations operating under Title V of the IHCA. If the individual is eligible to receive services
33 from tribal health programs operating under the ISDEAA, then the determination shall be conducted as
34 set forth in the Tribal Delivery System – Attachment BB to the STCs.

35 2. The initial medical necessity determination for an individual to receive a DMC-ODS benefit
36 must be performed through a face-to-face review or telehealth by a LPHA. After establishing a diagnosis,
37 the ASAM Criteria shall be applied by the diagnosing individual to determine placement into the level of

1 assessed services. In residential treatment the ASAM criteria will be reapplied at thirty (30) days after
 2 admission and sixty (60) days after admission to reassess for appropriate level of care. It shall also be
 3 used to justify a treatment extension request if appropriate.

4 3. Medical necessity for an adult [an individual age twenty-one (21) and over] is determined
 5 using the following criteria:

6 a. The individual must have received at least one diagnosis from the DSM for Substance-
 7 Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-
 8 Related Disorders;

9 b. The individual must meet the ASAM Criteria definition of medical necessity for services
 10 based on the ASAM Criteria.

11 4. Individuals under age twenty-one (21) are eligible to receive Medicaid services pursuant to
 12 the EPSDT mandate. Under the EPSDT mandate, beneficiaries under the age twenty-one (21) are eligible
 13 to receive all appropriate and medically necessary services needed to correct and ameliorate health
 14 conditions that are coverable under section 1905(a) Medicaid authority.

15 5. Medical necessity for an adolescent individual [an individual under the age of twenty-one
 16 (21)] is determined using the following criteria:

17 a. The adolescent individual must be assessed to be at risk for developing a SUD; and

18 b. The adolescent individual must meet the ASAM adolescent treatment criteria.

19 E. ADMISSIONS

20 1. CONTRACTOR shall accept any person with Orange County Medi-Cal; and who is
 21 physically and mentally able to comply with the program's rules and regulations. Said persons shall
 22 include persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-
 23 occurring diagnosis. Persons with co-occurring disorders and others who require prescribed medication
 24 shall not be precluded from acceptance or admission solely based on their licit use of prescribed
 25 medications.

26 2. Beneficiaries may contact CONTRACTOR directly to request services. Beneficiaries may
 27 also be referred to CONTRACTOR by the 24/7 Beneficiary Access Line, network providers, and other
 28 access points determined by ADMINISTRATOR. CONTRACTOR shall enter data regarding request for
 29 service into an access log established by ADMINISTRATOR.

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

32 4. CONTRACTOR shall have a policy that requires a Client who shows signs of any
 33 communicable disease or through medical disclosure during the intake process admits to a health related
 34 problem that would put others at risk, to be cleared medically before services are provided.

35 5. Admission Policy – CONTRACTOR shall establish and make available to the public a
 36 written Admission Policy. ADMINISTRATOR may revise Admission Policy due to funding. Admission
 37 Policy shall include, but not be limited to the following treatment priorities:

- 1 a. First priority for admission shall be given to pregnant injection drug users.
- 2 b. Second priority for admission is pregnant substance abusers.
- 3 c. Third priority for admission is injection drug users.

4 6. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county
5 regulations. CONTRACTOR shall have the right to refuse admission of a person only in accordance with
6 its written Admission Policy; provided, however, CONTRACTOR complies with the Nondiscrimination
7 provisions of this Agreement. CONTRACTOR shall not admit any Client with outstanding warrants.
8 Staff shall review OC Sheriff Department website for any warrants in Orange County, prior to admission.

9 7. CONTRACTOR shall initial services within reasonable promptness and shall have a
10 documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care,
11 including a system for addressing problems that develop regarding admission wait times.

12 F. RESIDENTIAL TREATMENT AUTHORIZATION

13 1. All residential treatment admissions require prior authorization from the
14 ADMINISTRATOR.

15 2. Prior to requesting authorization CONTRACTOR shall conduct a brief ASAM screening
16 provided by ADMINISTRATOR to predetermine level of care needed.

17 3. CONTRACTOR will notify the HCA BHS RPC if the initial brief screening indicates
18 residential treatment is appropriate. HCA BHS maintains a centralized referral list and a daily count of
19 available beds. The RPC will ensure the Client enters treatment as quickly as possible by designating
20 placement at the program with an available bed (unless the Client is requesting a specific program).
21 CONTRACTOR shall maintain a list of individuals who have been screened with the brief ASAM and
22 are appropriate for residential treatment.

23 4. Admission into a residential bed shall require a LPHA to verify medical necessity once placed
24 with CONTRACTOR. CONTRACTOR shall complete the DSM diagnosis and ASAM criteria
25 assessment level of care determination to ensure that the Client meets the requirements for residential
26 treatment.

27 5. If it is determined during the ASAM criteria assessment that a different level or type of
28 treatment is more appropriate to meet a Client's needs, a referral will be made to an appropriate provider
29 by CONTRACTOR. Information will be shared between programs in compliance with 42 CFR Part 2
30 requirements.

31 6. If it is determined at the time of brief screening or after assessing the beneficiary that the
32 medical necessity criteria, pursuant to DMC-ODS STCs 128 (e), has not been met, then a written Notice
33 of Adverse Benefit Determination shall be issued in accordance with 42 CFR 438.404 and 42 CFR Part
34 431, subpart E.

35 7. Upon admission or within three (3) calendar days of admission, upon verifying ASAM level
36 of care, CONTRACTOR will FAX and email via secure email to RPC:

- 37 a. A copy of a legible individualized treatment authorization request with DSM diagnosis

1 indicated,

2 b. Proof of Drug Medi-Cal eligibility (as applicable), and

3 c. A completed ASAM assessment tool for Client.

4 8. The RPC will make a determination for admission authorization within twenty-four (24)
5 hours of the request. In those instances, authorization will be provided the following business day.

6 9. CONTRACTOR shall have a County-approved process in place to ensure standards for
7 timely access to care and services are met, considering the urgency of the service needed. Medical
8 attention for emergency and crisis medical conditions must be addressed immediately.

9 10. If the RPC denies admission to residential services, the Client will be referred by the RPC,
10 to an appropriate level of care to support the Client's engagement in treatment.

11 G. INFORMING MATERIALS – CONTRACTOR is responsible to distribute informing materials
12 and provider lists that meet the content requirements of 42 CRF 438.100 to beneficiaries when they first
13 access SUD services through the DMC-ODS and on request. Informing materials will be provided by
14 ADMINISTRATOR.

15 H. INTERIM SERVICES – All persons who are not admitted into RTS shall be referred to Interim
16 Services by CONTRACTOR. Interim Services shall be provided until an individual is admitted to
17 residential treatment program. The purposes of the services are to reduce the adverse health effects of
18 such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a
19 minimum, Interim Services include counseling and education about HIV and TB, about the risks of
20 needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken
21 to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment
22 services if necessary. CONTRACTOR shall provide Clients, especially opiate users, with drug overdose
23 education/information. For pregnant women, Interim Services include counseling on the effects of alcohol
24 and drug use on the fetus, as well as referrals for prenatal care. Provision of Interim Services shall be
25 documented on the DATAR and reported monthly to the State.

26 I. SERVICES – CONTRACTOR shall provide a non-institutional, twenty-four (24) hour non-
27 medical, short-term residential program that provides rehabilitation services to beneficiaries in accordance
28 with an individualized treatment plan. These services are intended to be individualized to treat the
29 functional deficits identified in the ASAM Criteria. In the residential treatment environment, an
30 individual's functional cognitive deficits may require treatment that is primarily slower paced, more
31 concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to
32 restore cognitive functioning and build behavioral patterns within a community. Each Client shall live on
33 the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and
34 independent living skills and access community support systems. CONTRACTORS and residents work
35 collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems.
36 Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social
37 functioning, and engaging in continuing care. Residential Treatment program shall consist of the

1 following:

2 1. Intake: The process of determining that a Client meets the medical necessity criteria and a
3 Client is admitted into a substance use disorder treatment program. Intake includes the evaluation or
4 analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of
5 treatment needs to provide medically necessary services. Intake may include a physical examination and
6 laboratory testing necessary for substance use disorder treatment.

7 2. Individual Counseling: Contacts between a Client and a therapist or counselor.

8 3. Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat
9 two or more Clients at the same time with a maximum of twelve (12) in the group, focusing on the needs
10 of the individuals served.

11 4. Family Therapy: Family members can provide social support to the Client, help motivate
12 their loved one to remain in treatment, and receive help and support for their own family recovery as well.

13 5. Client Education: Provide research based education on addiction, treatment, recovery and
14 associated health risks.

15 6. Medication Storage: Facilities will store all Client medication and facility staff members will
16 oversee resident's self-administration of medication.

17 7. Collateral Services: Sessions with therapists or counselors and significant persons in the life
18 of the Client, focused on the treatment needs of the Client in terms of supporting the achievement of the
19 Client's treatment goals. Significant persons are individuals that have a personal, not official or
20 professional, relationship with the Client.

21 8. Crisis Intervention Services: Contact between a therapist or counselor and a Client in crisis.
22 Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event
23 or circumstance which presents to the Client an imminent threat of relapse. Crisis intervention services
24 shall be limited to the stabilization of the Client's emergency situation.

25 9. Treatment Planning: The CONTRACTOR shall prepare an individualized written treatment
26 plan, based upon information obtained in the intake and assessment process. The treatment plan will be
27 completed within ten (10) days of admission and then updated every subsequent ninety (90) days unless
28 there is a change in treatment modality or significant event that would then require a new treatment plan.

29 The treatment plan shall include:

30 a. A statement of problems to be addressed;

31 b. Goals to be reached which address each problem;

32 c. Action steps which will be taken by the CONTRACTOR and/or Client to accomplish
33 identified goals;

34 d. Target dates for accomplishment of action steps and goals, and a description of services
35 including the type of counseling to be provided and the frequency thereof;

36 e. Treatment plans have specific quantifiable goal/treatment objectives related to the
37 Client's substance use disorder diagnosis and multidimensional assessment;

1 f. The treatment plan will identify the proposed type(s) of interventions/modality that
2 includes a proposed frequency and duration; and

3 g. The treatment plan will be consistent with the qualifying diagnosis and will be signed by
4 the Client and the LPHA.

5 10. Structured Therapeutic Activities: Residential Treatment Services shall consist of a
6 minimum of twenty (20) hours of structured activity per week.

7 11. EBPs: CONTRACTORS will implement at least two of the following EBPs. The two EBPs
8 are per CONTRACTOR per service modality. The required EBP include:

9 a. Motivational Interviewing: A Client-centered, empathetic, but directive counseling
10 strategy designed to explore and reduce a person's ambivalence toward treatment. This approach
11 frequently includes other problem-solving or solution-focused strategies that build on Clients' past
12 successes.

13 b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral
14 reactions are learned and that new ways of reacting and behaving can be learned.

15 c. Relapse Prevention: A behavioral self-control program that teaches individuals with
16 substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be
17 used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved
18 during initial substance use treatment.

19 d. Trauma-Informed Treatment: Services must take into account an understanding of
20 trauma, and place priority on trauma survivors' safety, choice and control.

21 e. Psycho-Education: Psycho-educational groups are designed to educate Clients about
22 substance abuse, and related behaviors and consequences. Psycho-educational groups provide information
23 designed to have a direct application to Clients' lives; to instill self-awareness, suggest options for growth
24 and change, identify community resources that can assist Clients in recovery, develop an understanding
25 of the process of recovery, and prompt people using substances to take action on their own behalf.

26 12. Case Management: Case Management services may be provided by a LPHA or registered/
27 certified counselor and will be provided based on the frequency documented in the individualized
28 treatment plan. Case management shall provide advocacy and care coordination to physical health, mental
29 health, transportation, housing, vocational, educational, and transition services for reintegration into the
30 community. CONTRACTOR shall provide Case Management services for the Client during treatment,
31 transition to other levels of care and follow ups, to encourage the Client to engage and participate in an
32 appropriate level of care or Recovery Services after discharge. Case Management becomes the
33 responsibility of the next treating provider after successful transition to a different level of care.
34 Contractor shall ensure that Case Management services focus on coordination of SUD care, integration
35 around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal
36 justice system, if needed. Case Management services may be provided face-to-face, by telephone, or by
37 telehealth with the Client and may be provided anywhere in the community.

1 13. MAT: CONTRACTORs will have procedures for linkage/integration for beneficiaries
 2 requiring MAT. CONTRACTOR staff will regularly communicate with physicians of Clients who are
 3 prescribed these medications in compliance with 42 CFR part 2.

4 14. Care Coordination for Mental and Physical Health: Programs must screen for mental health
 5 issues and provide or refer for needed services. CONTRACTOR shall notify Client's medical home
 6 provider of Client's admission to treatment within seven (7) days of admission and request
 7 medical records/ physical exam. If Client does not have a medical home, identifying one shall be on the
 8 treatment plan.

9 15. Physician Consultation: Physician Consultation Services include DMC physicians'
 10 consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician
 11 consultation services are designed to assist DMC physicians by allowing them to seek expert advice with
 12 regards to designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services
 13 may address medication selection, dosing, side effect management, adherence, drug interactions, or level
 14 of care considerations. ADMINISTRATOR will provide one or more physicians or pharmacists to provide
 15 consultation services.

16 16. Discharge Services: The process to prepare the Client for referral into another level of care,
 17 post treatment return or reentry into the community, and/or the linkage of the individual to essential
 18 community treatment, housing and human services. CONTRACTOR shall provide or arrange for
 19 transportation of Clients to aftercare destination. CONTRACTOR shall begin discharge planning
 20 immediately after enrollment. CONTRACTOR shall develop a formal discharge plan with the Client no
 21 later than fourteen (14) calendar days prior to Client's successful completion of the program. The exit
 22 plan shall be completed and signed by CONTRACTOR staff and Client. The exit plan shall be
 23 documented in the Client's chart.

24 17. Recovery Services: Clients may access recovery services after completing their course of
 25 treatment to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by
 26 telehealth with the Client and may be provided anywhere in the community. Recovery services shall be
 27 made available to DMC-ODS beneficiaries when a Medical Director or LPHA has determined that
 28 recovery services are medically necessary in accordance with their individualized treatment plan. The
 29 components of Recovery Services are:

- 30 a. Outpatient counseling services in the form of individual or group counseling to stabilize
 31 the Client and then reassess if the Client needs further care;
- 32 b. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
- 33 c. Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
- 34 d. Education and Job Skills: Linkages to life skills, employment services, job training, and
 35 education services;
- 36 e. Family Support: Linkages to childcare, parent education, child development support
 37 services, family/marriage education;

1 f. Support Groups: Linkages to self-help and support, spiritual and faith-based support;
 2 g. Ancillary Services: Linkages to housing assistance, transportation, case management,
 3 individual services coordination.

4 18. Food and Other Services: CONTRACTOR shall provide a clean, safe environment, toiletries,
 5 clean linen, and food service.

6 19. Support Services: CONTRACTOR shall provide housekeeping, which may be done by
 7 Clients; laundry access; and maintenance.

8 20. Health, Medical, Psychiatric and Emergency Services – CONTRACTOR shall ensure that all
 9 persons admitted for Residential Treatment services have a health questionnaire completed using form
 10 DHCS 5103 form, or may develop their own form provided it contains, at a minimum, the information
 11 requested in the DHCS 5103 form.

12 a. The health questionnaire is a Client's self-assessment of his/her current health status and
 13 shall be completed by Client.

14 1) CONTRACTOR shall review and approve the health questionnaire form prior to
 15 Client's admission to the program. The completed health questionnaire shall be signed and dated by
 16 CONTRACTOR and Client, prior to admission.

17 2) A copy of the questionnaire shall be filed in the Client's record.

18 b. CONTRACTOR shall, based on information provided by Client on the health
 19 questionnaire form, refer Client to licensed medical professionals for physical and laboratory
 20 examinations as appropriate.

21 1) CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to
 22 Client's admission to the program when applicable.

23 2) A copy of the referral and clearance shall be filed in the Client's file.

24 3) CONTRACTOR shall provide directly or by referral: HIV education, voluntary, HIV
 25 antibody testing and risk assessment and disclosure counseling.

26 4) The programs shall have written procedures for obtaining medical or psychiatric
 27 evaluation and emergency and non-emergency services.

28 5) The programs shall post the name, address, and telephone number for the fire
 29 department, a crisis program, local law enforcement, and ambulance service.

30 6) CONTRACTOR shall provide TB services to the Clients by referral to the COUNTY
 31 or another appropriate provider. TB services shall be provided within seven (7) calendar days of
 32 admission. These TB services shall consist of the following:

33 a) Counseling with respect to TB;

34 b) Testing to determine whether the individual has been infected and to determine
 35 the appropriate form of treatment;

36 c) Provision for, or referral of, infected Clients for medical evaluation, treatment
 37 and clearance. CONTRACTOR shall ensure that a TB-infected Client is medically cleared prior to

1 | commencing treatment.

2 | 21. Transportation Services

3 | a. COUNTY shall only pay for medical ambulance or medical van transportation to and
4 | from designated residential substance use disorder treatment programs or health facilities through the
5 | COUNTY's Medical Transportation Agreement under the following conditions:

6 | 1) Ambulance transportation shall be used for services requiring immediate attention
7 | for a Client due to any sudden or serious illness or injury requiring immediate medical attention, where
8 | delay in providing such services may aggravate the medical condition or cause the loss of life.

9 | 2) When any Client needs non-emergency transportation as identified in Subparagraph
10 | 22.b below, and CONTRACTOR cannot transport Client due to unforeseen circumstances including, but
11 | not limited to, staffing constraints, CONTRACTOR vehicle access within a timely manner or Client's
12 | physical condition and/or limitations.

13 | 3) CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation Call
14 | Log to request transportation services from Ambulance Providers designated for transportation within the
15 | city of the CONTRACTOR's facility for each said month as identified on the log.

16 | 4) CONTRACTOR shall use its best efforts to contact Ambulance Providers identified
17 | on the Monthly Rotation Call Log as those providers who offer van transportation services if and when
18 | an ambulance is not required.

19 | 5) CONTRACTOR shall be held liable and may be billed by the Ambulance Provider
20 | for services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service
21 | under this section by the COUNTY.

22 | b. Non-Emergency Transportation – CONTRACTOR shall transport Client to locations
23 | that are considered necessary and/or important to the Client's recovery plan including, but not limited to,
24 | Social Security Administration offices for Supplemental Security Income benefits and for non-emergency
25 | medical or mental health services not identified in Subparagraph 22.a. above, that require treatment at a
26 | physician office, urgent care, or emergency room when an ambulance provider is not necessary or required
27 | for transportation based on the level of severity and/or services required by the Client.

28 | J. RESIDENTIAL LEVELS OF CARE – CONTRACTOR shall provide services in accordance
29 | with one of the following ASAM-Designated Levels of Care:

30 | 1. 3.1 – Clinically Managed Low-Intensity Residential Services: Services provided under a
31 | level 3.1 designation includes the following:

32 | a. Clinical Component:

33 | 1) Planned clinical program activities (at least five (5) hours/week) directed to stabilize
34 | the Client's SUD symptoms, increase motivation, and develop recovery skills:

35 | 2) Counseling and clinical monitoring to support involvement in productive daily living
36 | activities;

37 | 3) Drug Screening and monitoring of medication adherence;

1 4) Recovery support services, including support for the affected family addiction
2 pharmacotherapy; and

3 5) Residential Component:

4 a) Structured recovery environment with twenty-four (24) hour staffing;

5 b) Community house meetings and responsibilities to promote community
6 recovery concepts and norms; and

7 c) Introduction of Client to local recovery community and resources

8 b. Support Systems:

9 1) Telephone or in-person consultation with a physician and emergency services
10 available twenty-four (24) hours/day, seven (7) days/week;

11 2) Direct affiliations with other levels of care with close coordination of transfer to more
12 intensive levels of care, medication management, and housing services; and

13 3) Ability to arrange for needed procedures as appropriate to the severity and urgency
14 of the Client's condition—to include obtaining pharmacotherapy for psychiatric and anti-addiction
15 medications.

16 2. 3.3 – Clinically Managed Population Specific High-Intensity Residential Services: Services
17 provided under a Level 3.3 designation includes the following:

18 a. Clinical Component:

19 1) Daily clinical services to improve Client's ability to structure and organize adult
20 daily living tasks and succeed in productive daily activities such as work or school;

21 2) Clinical programming to stabilize Client's addiction symptoms and develop recovery
22 skills, which may include a range of cognitive and/or behavioral therapies administered on an individual
23 and group basis;

24 3) Drug Screening and monitoring of medication adherence; and

25 4) Recovery support services, including support for the affected family.

26 b. Assessment: Level 3.3 programs are to provide a thorough biopsychosocial assessment

27 c. Treatment Planning and Documentation

28 d. Support Systems:

29 1) Telephone or in-person consultation with a physician and emergency services
30 available twenty-four (24) hours/day, seven (7) days/week;

31 2) Direct affiliations with other levels of care with close coordination of transfer to more
32 intensive levels of care, medication management, and housing services; and

33 3) Medical, psychiatric, psychological, laboratory and toxicology services available
34 through consultation or referral.

35 3. 3.5 – Clinically Managed High-Intensity Residential Services: Services provided under a
36 Level 3.5 designation includes the following:

37 a. Planned, evidence-based clinical program activities (at least five (5) hours a week) and

1 professional services to stabilize addiction symptoms and develop recovery skills;

2 b. Daily organized programming to improve Client's ability to structure and organize tasks
3 of daily living and recovery;

4 c. Counseling and clinical monitoring to support involvement in productive daily living
5 activities;

6 d. Drug Screening and monitoring of medication adherence;

7 e. Planned community reinforcement designed to foster prosocial values and community
8 living skills;

9 f. Recovery support services, including support for the affected family; and

10 g. Addiction pharmacotherapy

11 K. PERFORMANCE OUTCOMES

12 1. CONTRACTOR shall achieve performance objectives, tracking and reporting Performance
13 Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR
14 recognizes that alterations may be necessary to the following services to meet the objectives, and,
15 therefore, revisions to objectives and services may be implemented by mutual agreement between
16 CONTRACTOR and ADMINISTRATOR.

17 2. Performance Outcome Objectives

18 a. Objective 1: CONTRACTOR shall provide effective residential substance abuse
19 assessment, treatment, and counseling to Clients with identified alcohol and/or drug problems as measured
20 by Retention and Completion Rates:

21 1) Retention Rates shall be calculated by using the number of Clients currently enrolled
22 in or successfully completing the treatment program divided by the total number of Clients served during
23 the evaluation period.

24 2) Completion Rates shall be calculated by using the number of Clients successfully
25 completing the treatment program divided by the total number of Clients discharged during the evaluation
26 period. Fifty percent (50%) of Clients will complete residential treatment program.

27 b. Objective 2: CEST scores at midpoint and completion will be higher than national norms
28 in perceived social support, peer support, counseling rapport, and treatment participation. CEST scores
29 for treatment readiness and desire for help will exceed national norms and will be equal to or higher than
30 CESI scores at intake;

31 c. Objective 3: Ninety percent (90%) of Clients who complete satisfaction survey will
32 agree or strongly agree that they are "overall satisfied with the services received" and ninety percent (90%)
33 or Clients surveyed will agree or strongly agree that they would recommend the program to someone they
34 know; and

35 d. Objective 4: Upon successful completion of treatment, seventy-five percent (75%) of
36 Clients will report at thirty (30) days that their life is more manageable than it was when they entered
37 treatment.

1 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Adult
2 Residential Treatment Services paragraph of this Exhibit C to the Agreement.

3 4 **II. STAFFING**

5 A. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff
6 member on-site at all times. Residential programs shall require twenty-four (24)-hour awake supervision.

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

13 C. Professional staff shall be licensed, registered, certified or recognized under California scope of
14 practice statutes. Professional staff shall provide services within their individual scope of practice and
15 receive supervision required under their scope of practice laws.

16 D. Non-professional staff shall receive appropriate onsite orientation and training prior to
17 performing assigned duties. Non-professional staff shall be supervised by professional and/or
18 administrative staff.

19 E. Professional and Non-professional staff are required to have appropriate experience and any
20 necessary training at the time of hiring.

21 F. Registered and certified SUD counselors shall adhere to all requirements in the CCR, Title 9,
22 Division 4, Chapter 8.

23 G. Pursuant to the CCR, Title 9, Division 4, Chapter 8, Subchapter 2, at least thirty percent (30%)
24 of CONTRACTOR staff providing counseling services shall be licensed or certified. All other counseling
25 staff shall be registered.

26 H. CONTRACTOR must have a Medical Director who, prior to the delivery of services under this
27 AGREEMENT with COUNTY has enrolled with DHCS under applicable state regulations, has been
28 screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to
29 serving as a Medical Director under this AGREEMENT.

30 I. CONTRACTOR's certification to participate in the DMC program shall automatically terminate
31 in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud,
32 abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo
33 contendere.

34 J. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with volunteers
35 or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing services pursuant
36 to this Agreement, interns shall be Master's Candidates in Counseling or Social Work or have a Bachelor's
37 Degree in a related field or be participating in any state recognized counselor certification program.

1 CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10) hours of work by
 2 interns or consistent with school or licensing Board requirements. CONTRACTOR shall provide
 3 supervision to volunteers as specified in the respective job descriptions or work contracts. Volunteer or
 4 student intern services may not comprise more than twenty percent (20%) of the services provided, unless
 5 approved in advance by ADMINISTRATOR

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

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

- 22 1. All staff/volunteers/interns, prior to starting services, shall meet the following requirements:
- 23 a. No person shall have been convicted of a sex offense for which the person is required to
- 24 register as a sex offender under PC section 290;
- 25 b. No person shall have been convicted of an arson offense – Violation of PC sections 451,
- 26 451.1, 451.5, 452, 45231, 453, 454, or 455;
- 27 c. No person shall have been convicted of any violent felony as defined in PC section 667.5,
- 28 which involves doing bodily harm to another person, for which the staff member was convicted within
- 29 five (5) years prior to employment;
- 30 d. No person shall be on parole or probation;
- 31 e. No person shall participate in the criminal activities of a criminal street gang and/or
- 32 prison gang; and
- 33 f. No person shall have prior employment history of improper conduct, including but not
- 34 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
- 35 inappropriate behavior with staff or residents at another treatment Facility.

36 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR
 37 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and

1 approved in advance by ADMINISTRATOR.

2 ~~M. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff~~
3 ~~training shall be documented and maintained as part of the training plan.~~

4 ~~1. All personnel shall be trained or shall have experience which provides knowledge of the skills~~
5 ~~required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective~~
6 ~~job performance:~~

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

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

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

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

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

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

14 ~~g. Principles of nutrition, food preparation and storage, and menu planning;~~

15 ~~2. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all~~
16 ~~program staff including administrator, volunteers and interns having direct contact with Clients shall have:~~

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

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

19 ~~3. In addition to the above, CONTRACTOR shall ensure that all treatment staff complete:~~

20 ~~a. Professional staff (Licensed Professionals of the Healing Arts), including Medical~~
21 ~~Directors, shall receive a minimum of five hours of continuing education related to addiction medicine~~
22 ~~annually.~~

23 ~~b. Training in the ASAM criteria prior to providing services;~~

24 ~~c. Annual provider training;~~

25 ~~d. DMC documentation training on an annual basis;~~

26 ~~e. Training in the two minimum evidence based practices utilized at the program;~~

27 ~~f. Naloxone Administration Training; and~~

28 ~~g. CPR Training.~~

29 M. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff
30 training shall be documented and maintained as part of the training plan.

31 1. All personnel shall be trained or shall have experience which provides knowledge of the skills
32 required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective
33 job performance:

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

35 b. Housekeeping and sanitation principles;

36 c. Principles of communicable disease prevention and control;

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

1 e. Availability of community services and resources;

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

3 g. Principles of nutrition, food preparation and storage, and menu planning;

4 2. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all program
5 staff including administrator, volunteers and interns having direct contact with Clients shall have:

6 a. Annual County Compliance Training;

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

8 3. In addition to the above, CONTRACTOR shall ensure that all treatment staff complete:

9 a. Professional staff (Licensed Professionals of the Healing Arts), including Medical Directors,
10 shall receive a minimum of five (5) hours of continuing education related to addiction medicine annually.

11 b. Training in the ASAM criteria prior to providing services. All clinical staff are required to take
12 ASAM Multidimensional Assessment (also known as ASAM A or ASAM I) prior to the provision of
13 services. Clinical staff who are conducting assessments are additionally required to take ASAM
14 Assessment to Service Planning and Level of Care (also known as ASAM B or ASAM II) prior to the
15 provision of services;

16 c. New Provider Training/Annual Provider Training prior to providing services and on an annual
17 basis;

18 d. DMC documentation training within 90 days of hire is recommended for all clinical staff, all
19 on-site Quality Management staff, and all supervisors;

20 e. Annual training in the two minimum evidence based practices utilized at the program, one of
21 which shall be Motivational Interviewing;

22 f. Naloxone Administration Training; and

23 g. CPR / first aid Training.

24 N. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for
25 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

26 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
27 Paragraph of this Exhibit C to the Agreement.

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EXHIBIT D
TO AGREEMENT FOR PROVISION OF
RECOVERY RESIDENCE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PHOENIX HOUSE ORANGE COUNTY, INC.

Preface

The COUNTY as a political subdivision of the State of California, is mandated by state and federal law to provide certain services to all County residents. In addition, the COUNTY provides certain other non-mandated services to enhance the well-being and quality of life for its residents. The COUNTY is committed to ensuring positive relations through this Good Neighbor Policy in the neighborhoods and communities in which its Residential Program contractors provide services to its residents.

Following effective date of this Agreement, but no later than thirty (30) days after the start of services, CONTRACTOR shall conduct reasonable outreach to cities, neighborhoods and communities that could be affected by services provided by CONTRACTOR.

Good Neighbor Policy

This Policy applies only to the extent CONTRACTOR provides direct services to County clients pursuant to this Agreement. The intent of this Policy is to identify community impacts and measures to mitigate those impacts to be an integral part of the neighborhood and community the COUNTY serves.

CONTRACTOR shall establish a policy that includes all of the following elements:

- Ensure staff and clients conduct themselves in a manner that demonstrates respect for the community and consideration of neighbors when entering/exiting the facility or outdoors.
- Establish and maintain early communication with cities, neighborhoods and communities as a way to identify potential impacts to neighborhoods and mitigate as needed.
- Establish cooperative relationships with cities, neighborhoods and communities where services are being rendered and mitigate impact as needed.
- Collaborate with cities, neighborhoods and communities as a way to promote integration of facilities into the community and determine the effectiveness of established good neighbor practices.
- Develop written procedures to track, respond and mitigate neighborhood complaints. Procedures should include identification of a contact person for complaint resolution and identification of COUNTY contact if complaint is not adequately resolved. The procedures must also identify how these incidents will be reported to the appropriate COUNTY contact in a timely manner.

1 • Establish generalized good neighbor practices for services and facility(ies) that include:

- 2 - Adequate parking
- 3 - Adequate waiting and visiting areas
- 4 - Adequate restroom facilities
- 5 - Property maintenance and appearance
- 6 - Community safety
- 7 - Congregation guidelines
- 8 - Security provisions

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10 CONTRACTOR shall submit its policy to COUNTY for review and approval prior to the commencing of
11 services.

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EXHIBIT E
 TO AGREEMENT FOR PROVISION OF
 ADULT RESIDENTIAL DRUG MEDICAL
 SUBSTANCE USE DISORDER TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 PHOENIX HOUSE ORANGE COUNTY, INC.
 JULY 1, 2018 THROUGH JUNE 30, 202~~1~~2

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 B to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (the HIPAA regulations) as they may exist now or be hereafter amended.

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
2 Associate Contract when requested by COUNTY pursuant to this Subparagraph F; or

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

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

9 D. SECURITY RULE

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

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

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

26 a. Complying with all of the data system security precautions listed under Subparagraphs
27 E, below;

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
2 COUNTY.

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

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

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

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

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

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

- 37 1) Upper case letters (A–Z)

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

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

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

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

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

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

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

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

1 3. Audit Controls

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

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

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

15 4. Business Continuity/Disaster Recovery Control

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

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

28 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

35 b. Any other information that COUNTY is required to include in the notification to
 36 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
 37 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period

1 set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

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

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

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

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

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

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

36 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

37 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as

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

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

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

9 1) The Disclosure is required by law; or

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

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

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

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

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

23 H. PROHIBITED USES AND DISCLOSURES

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

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

33 I. OBLIGATIONS OF COUNTY

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

37 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission

1 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect
2 CONTRACTOR's Use or Disclosure of PHI.

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

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

8 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT F
 TO AGREEMENT FOR PROVISION OF
 ADULT RESIDENTIAL DRUG MEDICAL
 SUBSTANCE USE DISORDER TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 PHOENIX HOUSE ORANGE COUNTY, INC.
 JULY 1, 2018 THROUGH JUNE 30, 202~~1~~2

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA
36 Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known
37 as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be

1 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange
2 Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging
3 Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of
4 CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
5 same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR
6 with respect to such information.

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

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

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

20 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
21 COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA
22 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,
23 production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to
24 the affected individual(s).

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

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

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