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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2015~~2017 through June 30, ~~2017~~2019

Period One means the period from July 1, ~~2015~~2017 through June 30, ~~2016~~2018

Period Two means the period from July 1, ~~2016~~2018 through June 30, ~~2017~~2019

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation: \$~~2,378,500~~021,725

Period Two Aggregate Maximum Obligation: 2,378,500~~021,725~~

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$~~4,757,000~~043,450

**Basis for Reimbursement:** Fee-for-Service

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 17-771-5422

**CONTRACTOR TAX ID Number:** 95-3631782

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: COOPER FELLOWSHIP, INC.  
P.O. Box 3129  
Santa Ana, CA 92703  
Richard Bonner  
junglelaw7@aol.com

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## 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.	<u>AA</u>	<u>Alcoholics Anonymous</u>
5	B.	<u>AB 109</u>	<u>Assembly Bill 109</u>
6	<del>B.</del>	<del><u>ADAS</u></del>	<del><u>Alcohol and Drug Abuse Services</u></del>
7	C.	<u>ADP</u>	<u>Alcohol and Drug Program</u>
8	D.	<u>ARRA</u>	<u>American Recovery and Reinvestment Act</u>
9	E.	<u>ASAM-PPC</u>	<u>American Society of Addiction Medicine <u>Patient Placement Criteria</u></u>
10	<del>F.</del>	<del><u>ASI</u></del>	<del><u>Addiction Severity Index</u></del>
11	<del>G.</del>	<del><u>ASRS</u></del>	<del><u>Alcohol and Drug Programs Reporting System</u></del>
12	<del>H.</del>	<u>CalOMS</u>	<u>California Outcomes Measurement System</u>
13	<del>G.</del>	<del><u>I.</u></del>	<del><u>CAP</u></del> <u>Corrective Action Plan</u>
14	<del>H.</del>	<del><u>J.</u></del>	<del><u>CCC</u></del> <u>California Civil Code</u>
15	<del>K.</del>	<del><u>I.</u></del>	<del><u>CCR</u></del> <u>California Code of Regulations</u>
16	<del>L.</del>	<del><u>J.</u></del>	<del><u>CEO</u></del> <u>County Executive Office</u>
17	<del>MK.</del>	<u>CESI</u>	<u>Client Evaluation of Self at Intake</u>
18	<del>NL.</del>	<u>CEST</u>	<u>Client Evaluation of Self and Treatment</u>
19	<del>M.</del>	<del><u>O.</u></del>	<del><u>CFR</u></del> <u>Code of Federal Regulations</u>
20	<del>PN.</del>	<u>CHPP</u>	<u>COUNTY HIPAA Policies and Procedures</u>
21	<del>O.</del>	<del><u>Q.</u></del>	<del><u>CHS</u></del> <u>Correctional Health Services</u>
22	<del>R.</del>	<u>COI</u>	<u>Certificate of Insurance</u>
23	<del>SP.</del>	<u>DATAR</u>	<u>Drug Abuse Treatment Access Report</u>
24	<del>T.</del>	<del><u>Q.</u></del>	<del><u>D/MC</u></del> <u>Drug/Medi-Cal</u>
25	<del>UR.</del>	<u>DHCS</u>	<u>Department of Health Care Services</u>
26	<del>S.</del>	<del><u>V.</u></del>	<del><u>DPFS</u></del> <u>Drug Program Fiscal Systems</u>
27	<del>W.</del>	<u>DRS</u>	<u>Designated Record Set</u>
28	<del>XT.</del>	<u>ePHI</u>	<u>Electronic Protected Health Information</u>
29	<del>YU.</del>	<u>GAAP</u>	<u>Generally Accepted Accounting Principles</u>
30	<del>V.</del>	<del><u>Z.</u></del>	<del><u>HCA</u></del> <u>Health Care Agency</u>
31	<del>W.</del>	<del><u>AA.</u></del>	<del><u>HHS</u></del> <u>Health and Human Services</u>
32	<del>ABX.</del>	<u>HIPAA</u>	<u>Health Insurance Portability and Accountability Act of 1996,</u>
33			<u>Public Law 104-191</u>
34	<u>Y.</u>	<u>HITECH Act</u>	<u>Health Information Technology for Economic and Clinical Health</u>
35			<u>Act, Public Law 111-005</u>
36	<del>Z.</del>	<del><u>AC.</u></del>	<del><u>HIV</u></del> <u>Human Immunodeficiency Virus</u>
37	<del>AA.</del>	<del><u>AD.</u></del>	<del><u>HSC</u></del> <u>California Health and Safety Code</u>

<u>1</u>	<del>AE</del> <u>AB.</u>	IRIS	Integrated Records and Information System
<u>2</u>	<del>AC.</del>	<del>AF.</del>	ISO Insurance Services Office
<u>3</u>	<del>AD.</del>	<del>NA</del>	<del>Narcotics Anonymous</del>
<u>4</u>	<del>AE</del> <u>AG.</u>	<del>MHP</del>	<del>Mental Health Plan</del>
<u>5</u>	<del>AH.</del>	NIATx	Network for Improvement of Addiction Treatment model
<u>6</u>	<del>AF.</del>	<del>AI.</del>	<del>OCJS</del> Orange County Jail System
<u>7</u>	<del>AJ.</del>	OCPD	Orange County Probation Department
<u>8</u>	<del>AG.</del>	<del>AK.</del>	OCR Office for Civil Rights
<u>9</u>	<del>AH.</del>	<del>AL.</del>	<del>OCSD</del> Orange County Sheriff's Department
<u>10</u>	<del>AM.</del>	<del>OIG</del>	<del>Office of Inspector General</del>
<u>11</u>	<del>AN.</del>	OMB	Office of Management and Budget
<u>12</u>	<del>AI.</del>	<del>AO.</del>	OPM Federal Office of Personnel Management
<u>13</u>	<del>AJ.</del>	<del>AP.</del>	<del>PA DSS</del> Payment Application Data Security Standard
<u>14</u>	<del>AQ.</del>	PC	State of California Penal Code
<u>15</u>	<del>AR.</del>	<del>PCI DSS</del>	<del>Payment Card Industry Data Security Standard</del>
<u>16</u>	<del>AS.</del>	<del>PCS</del>	<del>Post Release Community Supervision Participant</del>
<u>17</u>	<del>AT.</del>	<del>AK.</del>	PHI Protected Health Information
<u>18</u>	<del>AU.</del>	<del>AL.</del>	PII Personally Identifiable Information
<u>19</u>	<del>AV.</del>	<del>AM.</del>	PRA Public Record Act
<u>20</u>	<del>AW.</del>	<del>AN.</del>	SIR Self-Insured Retention
<u>21</u>	<del>AX.</del>	<del>AO.</del>	SRP Supervised Release <del>Participant</del> <u>Client</u>
<u>22</u>	<del>AY.</del>	<del>AP.</del>	<del>SUD</del> Substance Use Disorder
<u>23</u>	<del>AQ.</del>	TB	Tuberculosis
<u>24</u>	<del>AZ.</del>	<del>The HITECH Act</del>	<del>The Health Information Technology for Economic and Clinical Health</del>
<u>25</u>			<del>Act, Public Law 111-005</del>
<u>26</u>	<del>BA.</del>	<del>AR.</del>	USC United States Code
<u>27</u>	<del>BB.</del>	<del>WIC</del>	<del>State of California Welfare and Institutions Code</del>

## II. ALTERATION OF TERMS

30 A. This Agreement, together with Exhibits A, B, ~~C, D, E,~~ and ~~FC~~ attached hereto and incorporated  
31 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to  
32 the subject matter of this Agreement.

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

### III. ASSIGNMENT OF DEBTS

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

### IV. COMPLIANCE

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

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

2. CONTRACTOR has the option to ~~adhere to HCA's~~ provide ADMINISTRATOR with proof of its own Compliance Program and Code of Conduct or establish its own, provided and any Compliance related policies and procedures. CONTRACTOR's Compliance Program ~~and~~ Code of Conduct ~~have been~~ and any related policies and procedures shall be verified ~~to~~ by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs below. this Paragraph IV (COMPLIANCE). These elements include:

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

3. If CONTRACTOR ~~elects~~ does not provide proof of its own Compliance program to adhere ADMINISTRATOR, CONTRACTOR shall acknowledge to HCA's comply with ADMINISTRATOR's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ~~HCA's~~ ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct and



1 any Compliance related policies and procedures review by ADMINISTRATOR, then ~~it~~ CONTRACTOR  
 2 shall submit a copy of its ~~Compliance~~ compliance Program, ~~Code~~ code of Conduct and all relevant  
 3 policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award execution of  
 4 this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents  
 5 within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if  
 6 CONTRACTOR's ~~Compliance Program~~ proposed compliance program and code of conduct contain all  
 7 required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance  
 8 Program and Code of Conduct ~~contains all required elements. CONTRACTOR shall take necessary~~  
 9 ~~action.~~ ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
 10 CONTRACTOR shall revise its compliance program and code of conduct to meet said standards or shall  
 11 ~~be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the~~  
 12 ~~CONTRACTOR's Compliance Program and Code of Conduct does not contain all required~~  
 13 ~~elements.~~ ADMINISTRATOR's required elements within thirty (30) calendar days after  
 14 ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the  
 15 ADMINISTRATOR.

16 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
 17 ~~CONTRACTOR's Compliance Program and Code of Conduct contains~~ compliance program, code of  
 18 conduct and any Compliance related policies and procedures contain all required elements,  
 19 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
 20 ~~CONTRACTOR's Compliance Program, Code~~ compliance program, code of ~~Conduct and~~ conduct,  
 21 related policies and procedures and contact information for the ADMINISTRATOR's Compliance  
 22 Program.

23 ~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and~~  
 24 ~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure~~  
 25 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~  
 26 ~~grounds for termination of this Agreement as to the non-complying party.~~

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

34 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all  
 35 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide  
 36 health care items or services or who perform billing or coding functions on behalf of  
 37 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem



1 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
 2 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
 3 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
 4 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
 5 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
 6 procedures: (or CONTRACTOR's own compliance program, code of conduct and related policies and  
 7 procedures if CONTRACTOR has elected to use its own).

8 2. An Ineligible Person shall be any individual or entity who:  
 9 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
 10 federal and state health care programs; or  
 11 b. has been convicted of a criminal offense related to the provision of health care items or  
 12 services and has not been reinstated in the federal and state health care programs after a period of  
 13 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

34 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
 36 screened. Such individual or entity shall be immediately removed from participating in any activity  
 37 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or

1 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
 2 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the  
 3 overpayment is verified by ADMINISTRATOR.

4 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General  
 5 Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered  
 6 Individuals.

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

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

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

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

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

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

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

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

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

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

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

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

35 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
 36 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
 37 and are consistent with federal, state and county laws and regulations. This includes compliance with

1 federal and state health care program regulations and procedures or instructions otherwise  
2 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or  
3 their agents.

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

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

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

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

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

20  
21 **V. CONFIDENTIALITY**

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

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

33  
34 **VI. COST REPORT**

35 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a  
36 portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which  
37 they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in

1 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special  
 2 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and  
 3 between programs, cost centers, services, and funding sources in accordance with such requirements and  
 4 consistent with prudent business practice, which costs and allocations shall be supported by source  
 5 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon  
 6 reasonable notice.

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

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

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

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

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

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

31 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
 32 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
 33 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
 34 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
 35 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
 36 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
 37 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)

calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

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

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

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"

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

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

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the



1 prior written consent of COUNTY.

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

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

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

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

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

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

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

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

37 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,

1 amounts claimed for subcontracts not approved in accordance with this paragraph.

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

## 5 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 16 **IX. EQUIPMENT**

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

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

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



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

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

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

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

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

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

20

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

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

27

28 **XI. INDEMNIFICATION AND INSURANCE**

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

1 request a jury apportionment.

2 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
3 required insurance at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all  
4 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
5 Agreement have been complied with ~~and~~. CONTRACTOR agrees to ~~maintain~~ keep such insurance  
6 coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term  
7 of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR  
8 pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth  
9 herein for CONTRACTOR.

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

19 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
20 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
21 amount in excess of ~~\$25~~ \$50,000 (\$5,000 for automobile liability); shall specifically be approved by the  
22 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If  
23 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any  
24 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

34 E. If CONTRACTOR fails to maintain insurance ~~acceptable to COUNTY~~ as required in this  
35 Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement,  
36 COUNTY may such failure shall constitute a breach of CONTRACTOR's obligation hereunder and  
37 ground for COUNTY to terminate this Agreement.

1 F. QUALIFIED INSURER

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

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

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

<u>12</u>	<u>13</u> <b>Coverage</b>	<u>14</u> <b>Minimum Limits</b>
<u>15</u>	<u>16</u> Commercial General Liability	<u>17</u> \$1,000,000 per occurrence <u>18</u> \$2,000,000 aggregate
<u>19</u>	<u>20</u> Automobile Liability including coverage <u>21</u> for owned, non-owned and hired vehicles	<u>22</u> \$1,000,000 per occurrence
<u>23</u>	<u>24</u> Workers' Compensation	<u>25</u> Statutory
<u>26</u>	<u>27</u> Employers' Liability Insurance	<u>28</u> \$1,000,000 per occurrence
<u>29</u>	<u>30</u> Network Security & Privacy Liability	<u>31</u> \$1,000,000 per claims made
<u>32</u>	<u>33</u> Professional Liability Insurance	<u>34</u> \$1,000,000 per claims made <u>35</u> \$1,000,000 aggregate
<u>36</u>	<u>37</u> Sexual Misconduct Liability	\$1,000,000 per occurrence

33 H. REQUIRED COVERAGE FORMS

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

36 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
37 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 2010 or CG 2033 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents 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 the 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 Certificate of Insurance:

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

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

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

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

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

M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are “Claims Made” policy is a “claims made” policy, (ies), CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following the completion of the Agreement.

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

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

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

3 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
4 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
5 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
6 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this  
7 Agreement by COUNTY.

8 ~~of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,~~  
9 ~~and COUNTY shall be entitled to all legal remedies.~~

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

13 R. SUBMISSION OF INSURANCE DOCUMENTS

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

15 a. Prior to the start date of this Agreement.

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

17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
18 changes to any of the insurance types as set forth in Subparagraph ~~XII. G. of this Agreement~~ G, above.

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

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

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

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

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

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

37 //



## **XII. INSPECTIONS AND AUDITS**

1  
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
3 of the State of California, the Secretary of the United States Department of Health and Human Services,  
4 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
5 access to any books, documents, and records, including but not limited to, financial statements, general  
6 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
7 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
8 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
9 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all  
10 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
11 premises in which they are provided.

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

16 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of  
17 services.

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

## **XIII. LICENSES AND LAWS**

22  
23  
24 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
25 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
26 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
27 required by the laws, regulations and requirements of the United States, the State of California,  
28 COUNTY, and all other applicable governmental agencies.

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

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

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

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

37 c. A certification that CONTRACTOR has fully complied with all applicable federal and

1 state reporting requirements regarding its employees;

2 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
3 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

#### 13 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

34 E. CONTRACTOR shall also clearly explain through these materials that there shall be no  
35 unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as  
36 specified in HSC, §11999-11999.3.  
37



**XV. MAXIMUM OBLIGATION**

A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for AB 109 ~~Outpatient and Residential~~ Treatment Services during Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the ~~parties~~ Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.

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

**XVI. MINIMUM WAGE LAWS**

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

//  
CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

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

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

**XVII. NONDISCRIMINATION**

**A. EMPLOYMENT**

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

1 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
2 orientation, or military and veteran status.

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

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

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

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

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

24 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
25 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
26 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
27 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
28 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
29 Education Amendments of 1972 as they relate to 20 USC §1681 – §1688; Title VI of the Civil Rights  
30 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
31 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the  
32 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other  
33 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
34 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
35 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
36 or more of the factors identified above:

37 1. Denying a ParticipantClient or potential ParticipantClient any service, benefit, or

1 accommodation.

2 2. Providing any service or benefit to a **ParticipantClient** which is different or is provided in a  
3 different manner or at a different time from that provided to other **ParticipantsClients**.

4 3. Restricting a **ParticipantClient** in any way in the enjoyment of any advantage or privilege  
5 enjoyed by others receiving any service or benefit.

6 4. Treating a **ParticipantClient** differently from others in satisfying any admission requirement  
7 or condition, or eligibility requirement or condition, which individuals must meet in order to be  
8 provided any service or benefit.

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

10 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all  
11 **ParticipantsClients** through a written statement that CONTRACTOR’s and/or subcontractor’s  
12 **ParticipantsClients** may file all complaints alleging discrimination in the delivery of services with  
13 CONTRACTOR, subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human  
14 Services’ OCR.

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

19 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
20 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

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

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

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

37 //

**XVIII. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

**XIX. NOTIFICATION OF DEATH**

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

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

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

2. WRITTEN NOTIFICATION

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

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written

1 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within  
 2 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served  
 3 pursuant to this Agreement.

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

## 8 9 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

## 17 18 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

27 C. CONTRACTOR's ~~participant~~-client, and/or patient records shall be maintained in a secure  
 28 manner. CONTRACTOR shall maintain ~~participant~~, client, and/or patient records and must establish  
 29 and implement written record management procedures.

30 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
 31 commencement of the contract, unless a longer period is required due to legal proceedings such as  
 32 litigations and/or settlement of claims.

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

35 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
 36 clients, ~~participants~~clients and/or patients be provided the right to access or receive a copy of their DRS  
 37 and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records



1 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

22 J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years  
23 following discharge of the client and/or patient, with the exception of non-emancipated minors for  
24 whom records must be kept for at least one (1) year after such minors have reached the age of eighteen  
25 (18) years, or for seven (7) years after the last date of service, whichever is longer.

## 26 **XXII. RESEARCH AND PUBLICATION**

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

## 30 **XXIII. REVENUE**

31 A. **PARTICIPANT**CLIENT FEES – CONTRACTOR shall charge a fee to **Participants**Clients  
32 to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in  
33 accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the  
34 person's ability to pay for services, but it shall not exceed the actual cost of services provided. No  
35 person shall be denied services because of an inability to pay.  
36  
37

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

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

### 11 ~~XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS~~

12 ~~— A. In accordance with the United States Immigration Reform and Control Act of 1986,~~  
13 ~~CONTRACTOR shall require its employees directly or indirectly providing services pursuant to this~~  
14 ~~Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the~~  
15 ~~United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any~~  
16 ~~other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the~~  
17 ~~identity of their employees and their eligibility for employment in the United States.~~

18 ~~— B. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and~~  
19 ~~State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the~~  
20 ~~federal or California Minimum Wage to all its employees that directly or indirectly provide services~~  
21 ~~pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that~~  
22 ~~all its contractors or other persons providing services pursuant to this Agreement on behalf of~~  
23 ~~CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum~~  
24 ~~Wage.~~

25 ~~— C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and~~  
26 ~~State of California laws for minimum wage, overtime pay, record keeping, and child labor standards~~  
27 ~~pursuant to providing services pursuant to this Agreement.~~

28 ~~— D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,~~  
29 ~~where applicable, shall comply with the prevailing wage and related requirements, as provided for in~~  
30 ~~#~~  
31 ~~accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the~~  
32 ~~State of California (§§1770, et seq.), as it now exists or may hereafter be amended.~~

### 33 ~~XXIV. SEVERABILITY~~

34 ~~If a court of competent jurisdiction declares any provision of this Agreement or application thereof~~  
35 ~~to any person or circumstances to be invalid or if any provision of this Agreement contravenes any~~  
36  
37



1 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
2 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
3 in full force and effect, and to that extent the provisions of this Agreement are severable.

## 4 5 **XXV. SPECIAL PROVISIONS**

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

- 8 1. Making cash payments to intended recipients of services through this Agreement.
- 9 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
10 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
11 use of appropriated funds to influence certain federal contracting and financial transactions).
- 12 3. Fundraising.
- 13 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
14 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 15 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
16 body for expenses or services.
- 17 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
18 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
19 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 20 7. Paying an individual salary or compensation for services at a rate in excess of the current  
21 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
22 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 23 8. Severance pay for separating employees.
- 24 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
25 codes and obtaining all necessary building permits for any associated construction.
- 26 10. Purchasing or improving land, including constructing or permanently improving any  
27 building or facility, except for tenant improvements.
- 28 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
29 funds (matching).
- 30 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 31 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or  
32 alcohol.
- 33 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the  
34 Controlled Substance Act (21 USC 812).
- 35 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic  
36 injection of any illegal drug.
- 37 16. Assisting, promoting, or deterring union organizing.

17. Providing inpatient hospital services or purchasing major medical equipment.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
1. Funding travel or training (excluding mileage or parking).
  2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
  3. Payment for grant writing, consultants, certified public accounting, or legal services.
  4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
  5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
- C. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the affected party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related utility, or governmental statutes or regulations imposed after the fact.

## **XXVI. STATUS OF CONTRACTOR**

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

## **XXVII. TERM**

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

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

3  
4 **XXVIII. TERMINATION**

5 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days'  
6 written notice given the other party.

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

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

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

27 **D. CONTINGENT FUNDING**

- 28 1. Any obligation of COUNTY under this Agreement is contingent upon the following:  
29 a. The continued availability of federal, state and county funds for reimbursement of  
30 COUNTY's expenditures, and  
31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
32 approved by the Board of Supervisors.
- 33 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
34 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given  
35 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
36 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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



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

3  
4 COOPER FELLOWSHIP, INC.

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

9  
10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

14  
15  
16  
17 COUNTY OF ORANGE

18  
19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 HEALTH CARE AGENCY

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

27  
28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

30 DEPUTY

31  
32  
33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 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.

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 AB 109 ~~OUTPATIENT AND~~ RESIDENTIAL TREATMENT SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 COOPER FELLOWSHIP, INC.  
 8 JULY 1, ~~2015~~2017 THROUGH JUNE 30, ~~2017~~2019

9  
10 **I. SERVICES TO BE PROVIDED**

11 ~~CONTRACTOR: «UC\_NAME»~~

12  
13 ~~— CONTRACTOR agrees to provide the following AB 109 Outpatient and Residential Services~~  
 14 ~~pursuant to the terms and conditions specified in the Agreement for provision of such services by and~~  
 15 ~~between COUNTY and CONTRACTOR dated July 1, 2015 as hereinafter indicated. CONTRACTOR~~  
 16 ~~and COUNTY may mutually agree, in writing, to add or delete services to be provided by~~  
 17 ~~CONTRACTOR.~~

18  
19 ~~Substance Use Disorder Outpatient Treatment~~  
 20 ~~as specified in Exhibit C~~ «OUTPATIENT»

21  
22 ~~Substance Use Disorder Residential Treatment~~  
 23 ~~as specified in Exhibit D~~ «RESIDENTIAL»

24  
25 ~~Business Associate Contract as specified in Exhibit E~~ —X—

26  
27 ~~Personal Information Privacy and Security Contract~~  
 28 ~~as specified in Exhibit F~~ —X—

29 #  
30 #  
31 #  
32 #  
33 #  
34 #  
35 #  
36 #  
37 #



EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
JULY 1, 2015 THROUGH JUNE 30, 2017

**I. COMMON TERMS AND DEFINITIONS 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 the Agreement.

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

2. AB 109 means services for those Participants deemed eligible by California Department of Corrections and Rehabilitation and/or OCPD. Participants for AB 109 Services are those who have received sentencing for a felony or misdemeanor that is Assembly Bill 109, Public Safety Realignment. Client's last offense was non-violent, non-sexual, and non-serious.

3. AB 109 Supervision means an offender released from prison to OCPD, or sentenced under AB 109 and is doing their incarceration in jail instead of prison.

4. Bed Day means one (1) calendar day during which CONTRACTOR provides residential treatment services as described in Exhibit DA 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.

5. CalOMS means a statewide client-based data collection and outcomes measurement system as required by the State Department of Health Care Services to effectively manage and improve the provision of alcohol and other drug treatment services at the state, COUNTY, and provider levels.

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

7. Client means a person who has been admitted for services.

8. Co-occurring is when a person has at least one substance use disorder and one mental health disorder that can be diagnosed independently of the other.

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

10. Financial Assessment means a method of assessing Clients' income and allowable expense

1 information in order to determine the appropriate program fees based on a sliding scale.

2 11. Graduation/Participant or Client Completion means the completion of the Residential  
3 Treatment Services program (recovery) whereby the Participant/Client has successfully completed all  
4 goals and objectives ~~and documented in the Client's treatment plan within the maximum authorized~~  
5 length of ~~treatment stay~~ authorized by ADMINISTRATOR ~~and documented in the Participant's~~  
6 ~~treatment plan.~~

7 ~~6. Graduation Date means the date the Participant officially exits from residential treatment~~  
8 ~~(recovery) in accordance with the definition of graduation.~~

9 ~~7~~ 12. Intake means the initial face-to-face meeting between a Client and  
10 CONTRACTOR staff in which specific information about the Client is gathered including the ability to  
11 pay and standard admission forms pursuant to this Agreement.

12 13. IRIS means is a collection of applications and databases that serve the needs of programs  
13 within HCA and includes functionality such as registration and scheduling, laboratory information  
14 system, billing invoices and reporting capabilities, compliance with regulatory requirements, electronic  
15 medical records and other relevant applications.

16 ~~8~~ 14. Linkage means connection connecting Client to ancillary services such as outpatient  
17 and/or residential or outpatient treatment or and supportive services such as which may include self-help  
18 groups, social services, rehabilitation services, vocational services, job training services, or other  
19 appropriate services.

20 15. Medication means those medications that are needed to maintain Client's health, and  
21 without which there could be medical or mental health consequences to the Client.

22 16. NIATx is a set of objectives used to measure the effectiveness of the treatment program.

23 ~~17~~ ~~9. Non-Therapeutic Activity means work, school, and volunteer hours outside the~~  
24 ~~facility, chores, and recreation and socialization activities.~~

25 ~~10. Participant means a parolee who has a substance use disorder, for whom a COUNTY~~  
26 ~~approved intake and admission for residential services, as appropriate, have been completed pursuant to~~  
27 ~~the Agreement.~~

28 ~~11. PCS means an offender under AB 109 who has been released from prison to OCPD, and~~  
29 ~~who has an alcohol and/or other drug problem, and also a COUNTY approved intake and admission for~~  
30 ~~residential and/or outpatient treatment services.~~

31 ~~12. Program Protocol~~ means the written program description, goals, objectives, and policies  
32 established by CONTRACTOR for the ~~residential and outpatient treatment~~ Residential Treatment  
33 Services program provided pursuant to ~~the~~ this Agreement.

34 ~~13~~ 18. Residential Treatment means alcohol and other drug treatment services that are  
35 provided to Clients at a twenty-four (24)-hour residential program. Services are provided in an alcohol  
36 and drug free environment and support recovery from alcohol and/or other drug related problems.  
37 These services are provided in a non-medical, residential setting that has been licensed and certified by

1 DHCS.

2 19. Resocialization/Re-Entry means applying and continuing ~~Treatment Activities~~ treatment  
3 activities designed to assist ~~Participants in residential services~~ Clients in working on personal issues,  
4 cultivating cultivate support systems, and seeking seek and/or obtaining obtain education/vocational  
5 and/or volunteer opportunities.

6 ~~14.~~ 20. Screening Team means HCA behavioral health staff co-located at Probation.  
7 Access for residential services must include a referral from the Screening Team.

8 21. Self-Help Meetings means a non-professional, peer participatory meeting formed by people  
9 with a common problem or situation offering mutual support to each other towards a goal ~~of~~ for healing  
10 or recovery.

11 ~~15~~ 22. Structured Activities means ~~any activity~~ services including Therapeutic Activity and  
12 Non-Therapeutic Activity designed to meet treatment goals.

13 ~~16. SRP means an offender under AB 109 who has been released from County Jail to OCPD~~  
14 ~~and who has an alcohol and/or other drug problem, for whom \_\_\_\_\_ a COUNTY approved~~  
15 ~~intake and admission for residential and/or outpatient services, as appropriate, have been completed~~  
16 ~~pursuant to the Agreement.~~

17 ~~17. Therapeutic Activity~~ means activities such as individual counseling, group  
18 counseling, groups and self-help groups, but excludes ~~any activity defined by being a Non-Therapeutic~~  
19 ~~Activity~~, chores and recreational activities. These activities shall incorporate best practices and  
20 evidence-based approaches.

21 b. \_\_\_\_\_ 18 Non-Therapeutic Activity includes work, school, and volunteer hours  
22 outside the facility, chores, and recreation and socialization activities.

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

25 24. Token means the security device which allows an individual user to access ~~the HCA~~  
26 ~~computer based~~-IRIS.

27 ~~19~~ 25. Unit of Service ~~for Outpatient Services~~ means ~~a face to face contact,~~ one (1) calendar  
28 day during which ~~results~~ services are provided to a Client pursuant to this Agreement. A day in which a  
29 ~~record~~ Client is absent for a CONTRACTOR-sanctioned overnight pass may also be included as a unit of  
30 ~~Therapeutic Activity in a Participant's chart~~ service.

31 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
32 Common Terms and Definitions Paragraph of this Exhibit ~~B~~ A to the Agreement.

### 34 III. GENERAL REQUIREMENTS

35 A. MEETINGS – CONTRACTOR's Executive Director or designee shall participate, when  
36 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to  
37 this Agreement.

1 B. CULTURAL COMPETENCY – CONTRACTOR shall make its best effort to provide services  
2 pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the  
3 population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include;  
4 but not be limited to: records of participation in COUNTY-sponsored or other applicable training;  
5 recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as  
6 appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to,  
7 individuals who are physically challenged.

8 C. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

- 9 1. State Licensure and Certification;
- 10 2. Business License;
- 11 3. Conditional Use Permit (if applicable);
- 12 4. Fire clearance;
- 13 5. Client rights;
- 14 6. Grievance procedure;
- 15 7. Employee Code of Conduct;
- 16 8. Evacuation floor plan;
- 17 9. Equal Employment Opportunity notices;
- 18 10. Name, address, telephone number for fire department, crisis program, local law  
19 enforcement, and ambulance service;
- 20 11. List of resources within community which shall include medical, dental, mental health,  
21 public health, social services and where to apply for determination of eligibility for State, Federal or  
22 county entitlement programs; and
- 23 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

24 //

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

30 E. AUTHORITY – CONTRACTOR shall recognize the authority of OCPD as officers of the  
31 court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR’s program of  
32 substance use disorder residential services.

33 F. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy  
34 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
35 shall specify that the facility is “smoke free” and that designated smoking areas are outside the visiting  
36 areas at the facility.

37 G. CLIENT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a resident

1 sign in/out log for all residents, which shall include, but not be limited to, the following:

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

5 H. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy,  
6 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be  
7 limited to, staff training to deal with neighbor complaints, staff contact information available to  
8 neighboring residents and complaint procedures.

9 I. VISITATION POLICY – CONTRACTOR shall establish a written Visitation Policy, which  
10 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the  
11 following:

- 12 1. Sign in logs;
- 13 2. Visitation hours; and
- 14 3. Designated visiting areas at the Facility.

15 J. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,  
16 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited  
17 to, the following:

- 18 1. Admission;
- 19 2. Housing arrangement;
- 20 3. Bathroom privacy; and
- 21 4. Drug testing.

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

28 L. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available  
29 at each program site at minimum one Naloxone Nasal Spray for the treatment of known or suspected  
30 opioid overdose. At least one staff per shift shall be trained in administering the Naloxone Nasal Spray.  
31 Naloxone Nasal Spray is not a substitute for emergency medical care. CONTRACTOR shall always  
32 seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid  
33 emergency.

34 M. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens  
35 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
- a. Token of each staff member who no longer supports this Agreement;
  - b. Token of each staff member who no longer requires access to IRIS;
  - c. Token of each staff member who leaves employment of CONTRACTOR; and
  - d. Tokens malfunctioning.

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

N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the General Requirements Paragraph of this Exhibit A to the Agreement.

**III. PAYMENTS**

A. BASIS FOR REIMBURSEMENT - ~~As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY~~ COUNTY shall pay CONTRACTOR monthly, in arrears ~~at the following rates of reimbursement:~~, at the rate of \$72.00 per bed day without Co-occurring disorders and \$86 per bed day with Co-occurring disorders provided, however, ~~that~~ the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all ~~substance use disorder treatment services~~ AB 109 Residential Services for substance users shall not exceed COUNTY's Aggregate Maximum Obligation, as set forth in the Referenced Contract Provisions of the Agreement, and provided further, that CONTRACTOR's costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Non-compliance will require the completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the ~~state, COUNTY~~ State, County or OCPD, ADMINISTRATOR may elect to reduce ~~COUNTY'S~~ COUNTY's maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. ~~Non-compliance will require the completion of CAP(s) by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.~~

**Modes of Service**

**Reimbursement Rate**

~~Group Counseling~~  
~~(90 minute session)~~

~~\$30.00~~ per Participant for each  
~~session with~~



1			<del>co-occurring disorders</del>
2			
3	<del>Individual Counseling/Case Management</del>	<del>\$60.00</del>	<del>per Participant for each</del>
4	<del>(50-minute session)</del>		<del>session without</del>
5			<del>co-occurring disorders</del>
6			
7	<del>Individual Counseling/Case Management</del>	<del>\$70.00</del>	<del>per Participant for each</del>
8	<del>(50-minute session)</del>		<del>session with</del>
9			<del>co-occurring disorders</del>
10			
11	<del>Individual Counseling/Case Management</del>	<del>\$30.00</del>	<del>per Participant for each</del>
12	<del>(25-minute session)</del>		<del>session without</del>
13			<del>co-occurring disorders</del>
14			
15	<del>Individual Counseling/Case Management</del>	<del>\$35.00</del>	<del>per Participant for each</del>
16	<del>(25-minute session)</del>		<del>session with</del>
17			<del>co-occurring disorders</del>
18			
19	<del>Residential Post-Release Treatment</del>	<del>\$72.00</del>	<del>per Bed Day without</del>
20			<del>co-occurring disorders</del>
21			
22	<del>Residential Post-Release Treatment</del>	<del>\$86.00</del>	<del>per Bed Day with</del>
23			<del>co-occurring disorders</del>
24			

25 All payments are interim payments only, and subject to final settlement in accordance with the Cost  
26 Report Paragraph of the Agreement.

27 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears for the  
28 services, less revenues that are actually received by CONTRACTOR provided, however, that the total of  
29 such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoice shall  
30 be on a form approved or supplied by COUNTY and provide such information as is required by  
31 ADMINISTRATOR. Invoices are due by the tenth (10th) calendar day of the month. Invoices received  
32 after the due date may not be paid within the same month. Payments to CONTRACTOR should be  
33 released by COUNTY no later than ~~twenty-one (21)~~thirty (30) calendar days after receipt of the correctly  
34 completed invoice.

35 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source  
36 documentation including, but not limited to, referral from AB 109 screener, ledgers, journals, time  
37 sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service

1 provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the  
2 monthly billing.

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

5 E. ADMINISTRATOR may withhold or delay processing of CONTRACTOR's final invoice until  
6 CONTRACTOR submits a correctly completed Cost Report as defined in the Cost Report Paragraph.

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

9 G. In conjunction with the Payments Paragraph A. above, Units of Service this Exhibit A to the  
10 Agreement units of service shall not be entered in the COUNTY IRIS system for services not rendered.  
11 If information has been entered, corrections will be made within ten (10) business calendar days from  
12 notification of ADMINISTRATOR.

13 H. Revenue received by CONTRACTOR, pertaining to services rendered pursuant to the  
14 Agreement, shall be deducted from CONTRACTOR's monthly billing to COUNTY.

15 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
16 Payments Paragraph of this Exhibit B to the Agreement.

### 17 ~~III.~~ IV. RECORDS

#### 18 A. RECORDS

19 CLIENT ~~1. PARTICIPANT RECORDS~~ – CONTRACTOR shall maintain adequate records ~~in~~  
20 ~~accordance with the ADMINISTRATOR Guidelines~~ on each individual Participant Client in sufficient  
21 detail to permit an evaluation of services, which shall include, but ~~need~~ not be limited to:

22 ~~1. a. ADMINISTRATOR's Treatment Referral Form AB 109 Screening Team~~  
23 ~~referral form~~ for residential ~~and/or outpatient~~ treatment services. ~~2. Treatment plans~~

24 ~~b. Upon completion of intake, an admission record~~ ~~which~~ shall be ~~completed and~~ documented in the ~~progress notes~~ Client's record within fourteen (14)  
25 calendar days from the date of admission.

26 3. An admission record which shall include documentation that residential and/or outpatient  
27 treatment services Residential Treatment Services for substance use disorders are appropriate for the  
28 Participant Client. Such documentation shall ~~specify alcohol and/or other drugs used and identify the~~  
29 ~~social, psychological, physical, and/or behavioral problems~~  
30 include a completed ASAM criteria indicating appropriate level of care for Client, and a comprehensive  
31 psychosocial assessment related to alcohol and/or other drug use.

32 B. 2. FINANCIAL RECORDS ~~CONTRACTOR shall prepare and maintain accurate~~  
33 ~~and complete financial records of its costs and operating expenses. Such records shall reflect the actual~~  
34 ~~costs of the type of service for which payment is claimed in accordance with GAAP the ASRS Manual,~~  
35 ~~and the DPFS Manual.~~

~~a. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with generally accepted accounting principles, the ASRS Manual, and the DPFS Manual.~~

~~b. CONTRACTOR shall account for funds provided through the Agreement separately from other funds and maintain a clear audit trail for the expenditure of funds.~~

~~c. The Participant Client eligibility determination and fee charged to and collected from Participants Client, according to the COUNTY approved sliding scale fee schedule, together with a record of all billings invoices rendered and revenues received from any source on behalf of Participants Client treated pursuant to the this Agreement, must be reflected in CONTRACTOR's financial records.~~

~~B. C. COUNTY SLIDING FEE SCALE – CONTRACTOR shall utilize the sliding fee scale provided by ADMINISTRATOR. CONTRACTOR must have a policy describing the collection of Client fees. No Client shall be denied access to services due to an inability to pay; however, Clients are responsible for paying their fees according to the provided fee scale once an ability to pay is secured. The Client's failure to make a reasonable effort to pay the assessed fee is cause for termination of services.~~

~~D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records Paragraph of this Exhibit BA to the Agreement.~~

#### ~~IV.V.~~ REPORTS

##### A. MONTHLY PROGRAMMATIC

1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, in conjunction with the ~~billing invoice~~ described in the Payments Paragraph of this Exhibit BA to the Agreement. These monthly programmatic reports should be ~~received by~~ submitted to ADMINISTRATOR no later than the tenth (10th) ~~business~~ calendar day of the month following the report month.

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

~~B. MONTHLY MONTHLY IRIS – CONTRACTOR shall participate in COUNTY's IRIS and input all CalOMS data Units of Service provided in COUNTY's IRIS database for the preceding month no later than the fifth (5th) calendar day of the month following the report month.~~

~~C. CalOMS – CONTRACTOR shall not be compensated for Units of Service (Bed Days, individual and group counseling units) that are not entered into the IRIS system. complete a CalOMS~~

1 encounter and a CalOMS admission record in IRIS within seven (7) calendar days of Client admission.  
 2 ~~CONTRACTOR shall correct and submit all errors from the CalOMS Feedback and Error Report~~  
 3 ~~via~~ complete a CalOMS discharge record in IRIS within seven (7) calendar days of receipt of the Client  
 4 discharge. CONTRACTOR shall run a CalOMS error report ~~CalOMS discharges shall be entered no~~  
 5 ~~later than seven (7) calendar days of Participant's discharge~~ and correct any errors within two (2)  
 6 business days of submitting the CalOMS admission or discharge, and continue to recheck until error  
 7 free.

8 CD. MONTHLY DATAR/ HOMELESS REPORT – CONTRACTOR shall provide reports under  
 9 the DATAR ~~and COUNTY Homeless Report~~, and/or any other State ~~Reporting System~~ reporting system  
 10 in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th) ~~business~~ calendar day of the  
 11 month following the report month.

12 DE. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by  
 13 ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.  
 14 ADMINISTRATOR will be specific as to the nature of the information requested and the ~~time~~  
 15 ~~frame~~ timeframe the information is needed.

16 EF. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 17 Reports Paragraph of this Exhibit ~~BA~~ to the Agreement.

## 19 V. VI. SERVICES

20 A. FACILITY – CONTRACTOR shall ~~provide AB 109 Outpatient and Residential Services at~~  
 21 ~~locations approved, in advance and in writing, by ADMINISTRATOR and appropriately~~ operate  
 22 licensed and/or certified substance use disorder residential programs in accordance with ~~State of~~  
 23 ~~California, Department of Health Care Services~~ the standards, ~~and Title 9 and/or Title 22 CCR.~~  
 24 ~~CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule~~ established  
 25 by COUNTY and the State within the specifications stated below, unless otherwise authorized by the  
 26 ADMINISTRATOR. Facility must acquire ASAM designation from DHCS. Unless otherwise  
 27 authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled  
 28 service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year. Services shall  
 29 be provided at the following location, or at any other location approved in advance, in ~~advance and in~~  
 30 writing, by ADMINISTRATOR.:

31  
 32 401-421 North Cooper Street  
 33 Santa Ana, CA 92703

### 34 B. PERSONS TO BE SERVED

35  
 36 1. CONTRACTOR shall serve ~~adult male and female PCS and SRPs~~ persons, age eighteen  
 37 (18) years and/or older who are on AB 109 supervision and have a substance ~~abuse~~ use disorder. ~~Said~~

1 ~~Participants shall demonstrate a need~~ Client must meet the ASAM criteria for admission for residential  
 2 ~~or outpatient~~ treatment. ~~Such persons shall include persons with co-occurring disorders.~~

3 2. CONTRACTOR shall only provide services, under the Agreement, to those  
 4 ~~Participants~~ Clients referred by ADMINISTRATOR. At its sole discretion, ADMINISTRATOR shall  
 5 make referrals as needed to meet the requirements of the substance use disorder treatment program. All  
 6 referrals shall be initiated by ADMINISTRATOR AB 109 ~~assessment staff~~ Screening Team and  
 7 CONTRACTOR shall accept all said referrals ~~in accordance with its treatment capacity.~~

8 ~~3. C. ADMISSION TO TREATMENT SERVICES — CONTRACTOR shall only admit~~  
 9 ~~PCS and/or SRP referrals from ADMINISTRATOR's AB 109 assessment staff.~~

10 ~~1. ADMINISTRATOR's AB 109 assessment staff will conduct an assessment and send a~~  
 11 ~~referral packet to CONTRACTOR.~~ Co-occurring disorder referrals will be approved by  
 12 ADMINISTRATOR's and/or Community Psychiatrist.

### 13 C. ADMISSIONS

14 1. CONTRACTOR shall accept any person who is physically and mentally able to comply  
 15 with the program's rules and regulations. ~~CONTRACTOR~~ Said persons shall ~~notify~~  
 16 ~~ADMINISTRATOR's AB 109 assessment staff and OCPD upon~~ include persons with a concurrent  
 17 diagnosis of mental illness, i.e., those identified as having a Co-occurring diagnosis. Persons with Co-  
 18 occurring disorders who require prescribed Medication shall not be precluded from acceptance or  
 19 admission solely based on their licit use of prescribed Medications.

20 2. ~~of the PCS and~~ CONTRACTOR shall have a policy that requires a Client who shows signs  
 21 of any communicable disease or ~~SRPs into program~~ through medical disclosure during the intake process  
 22 admits to a health related problem that would put others at risk, to be cleared medically before services  
 23 are provided.

24 ~~2. CONTRACTOR shall accept all referrals in accordance with its treatment capacity.~~

25 3. CONTRACTOR shall have the right to refuse admission of a person only in accordance  
 26 with its written policy; provided however, CONTRACTOR shall ~~comply~~ complies with the  
 27 Nondiscrimination Paragraph of the Agreement.

28 4. CONTRACTOR shall notify ADMINISTRATOR's AB 109 Screening Team and OCPD  
 29 upon admission of the AB 109 Clients into program within 24 hours of admission.

### 30 D. SERVICES

31 1. CONTRACTOR shall provide to Clients an alcohol and drug-free residential treatment  
 32 program of no more than ninety (90) calendar days without prior approval in writing by  
 33 ADMINISTRATOR.

34 2. Co-occurring Disorders – CONTRACTOR shall provide rehabilitative and recovery  
 35 services to Clients with Co-occurring disorders and ensure that such services address the relationship  
 36 between the two diagnoses throughout treatment.

37 3. Each Client shall be restricted to the premises of the facilities listed within the Agreement

1 for a minimum of fourteen (14) calendar days of the program, and CONTRACTOR shall not encourage  
 2 Clients to seek employment opportunities during this time. Exceptions for restriction to the premises  
 3 shall be allowed for medical, outside meetings, mental health/substance use appointments and/or  
 4 emergencies. Uninsured Clients shall be provided assistance in securing Affordable Health Care  
 5 benefits. CONTRACTOR shall discharge Clients who are away from the facility for more than three  
 6 (3) calendar days, unless authorized by ADMINISTRATOR.

7 4. Residential Treatment program shall consist of the following:

8 a. Screening – Appropriateness for services shall be assessed through use of the ASAM  
 9 criteria. A copy of the ASAM criteria shall be kept in the file. CONTRACTOR shall not admit any  
 10 Client with outstanding warrants. Staff shall review OC Sheriff Department website for any warrants in  
 11 Orange County, prior to admission.

12 b. Program Orientation – During the first seventy-two (72) hours of a Client's admission  
 13 into the Program, CONTRACTOR shall provide an overview of the program. The Program Orientation  
 14 shall include, but not be limited to:

15 1) Overview of Program structure and schedules;

16 2) Program rules and regulations;

17 3) Policies regarding Client fees;

18 4) Client rights;

19 5) Assignment of a counselor;

20 6) Staff Code of Conduct; and

21 7) Continuing Care services.

22 c. Assessment – Within seven (7) calendar days of admission, CONTRACTOR shall  
 23 provide a standardized, comprehensive risk and needs assessment on each Client which assesses both  
 24 alcohol/drug abuse history, family history, mental and emotional status, legal status, educational and  
 25 vocational background as well as daily living skills, stress management, literacy, employment,  
 26 education, and money management. Assessment tools shall meet best practice standards and may  
 27 include Addiction Severity Index, CalOMS or other assessment tools that are approved by  
 28 ADMINISTRATOR and completed and signed by staff.

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

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

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



1 day of each month.

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

5 e. Treatment plan – CONTRACTOR shall develop an individualized treatment plan with  
 6 each Client within fourteen (14) calendar days of admission. The Client-centered treatment plan shall  
 7 be based upon the Client’s needs identified in the assessment process and shall include goals and  
 8 objectives with specific measurable tasks outlining what the Client is to complete. CONTRACTOR and  
 9 Client shall collaborate on a treatment plan that shall include identification of a minimum of three (3)  
 10 problem areas, including a drug and/or alcohol problem, long and short term individualized goals for  
 11 addressing the identified needs with action steps, target dates and dates of resolution for each. As a part  
 12 of their treatment plan, Clients will be actively involved in outside activities. Clients’ treatment plan  
 13 shall clearly outline the expectations, responsibilities and steps taken to successfully earn  
 14 Resocialization/Re-Entry privileges. Every fourteen (14) calendar days, CONTRACTOR shall review  
 15 with the Client, and document in the progress notes, the Client’s progress on the treatment plan.  
 16 CONTRACTOR shall update the treatment plan no later than ninety (90) calendar days after signing the  
 17 initial treatment plan, and when there is a change in problem identification or focus of treatment.

18 f. Structured Therapeutic Activities – Residential Treatment Services shall consist of a  
 19 minimum of twenty (20) hours of structured activity per week. Of this, Clients must engage in a  
 20 minimum of fourteen (14) hours of Therapeutic Activity per week, which shall include, at a minimum  
 21 the following:

22 1) Individual Counseling – CONTRACTOR shall provide individual counseling to  
 23 Clients.

24 2) Group Counseling – CONTRACTOR shall provide counseling and intervention  
 25 within a group setting to Clients. Group interventions and activities may include, but are not limited to  
 26 process groups, seminars and educational groups, house and community group meetings, and practical  
 27 life and social skills.

28 3) Self Help Meetings – CONTRACTOR shall provide access and exposure to on-site  
 29 and off-site self-help support meetings, non-spiritual and spiritual, such as Alcohol Anonymous,  
 30 Narcotics Anonymous, and Smart Recovery. For example, if a Big Book (AA) study is offered, then a  
 31 Basic Text (NA) study must also be offered. If NA or AA meetings are primarily offered on-site, clients  
 32 should also be given the opportunity, if possible, to attend NA or AA meetings off-site on those days.  
 33 CONTRACTOR shall ensure that various self-help reading materials are provided on-site and easily  
 34 accessible to Clients.

35 g. Structured Non-Therapeutic Activities – Contractor shall provide a minimum of six (6)  
 36 hours of structured Non-Therapeutic Activity per week that includes work, school, and volunteer hours  
 37 outside the Facility, chores, and recreation and socialization activities. Activities may include, but not

1 be limited to:

2 1) Teaching the concepts of rules, teamwork and sportsmanship; and

3 2) Providing guidance on use of recreational or leisure time.

4 h. Treatment Activities:

5 1) CONTRACTOR shall design Treatment Activities to interrupt negative alcohol or  
 6 other drug abuse factors, address denial and personal/behavioral issues, and assist the Client's  
 7 adjustment to a sober environment.

8 2) CONTRACTOR shall include within the Client's Treatment Plan client-centered  
 9 goals and objectives with specific measurable tasks outlining what the Client is to complete prior to  
 10 advancing to Resocialization/Re-Entry phase of treatment.

11 i. Resocialization/Re-Entry:

12 1) During Resocialization/Re-Entry, CONTRACTOR shall obtain documentation  
 13 from Clients regarding efforts to obtain employment.

14 2) As part of the Resocialization/Re-Entry process, CONTRACTOR staff shall  
 15 finalize exit plans with the Client.

16 3) If Client is not in the resocialization process by forty-five (45) calendar days after  
 17 the date of admission, CONTRACTOR shall document reason why not and specify objective(s) needed  
 18 to be accomplished to be involved in the resocialization process.

19 j. Case Management – CONTRACTOR shall provide Case Management services by  
 20 contacting outside agencies and making referrals for services outside the scope of comprehensive  
 21 substance abuse services as identified in the Client's recovery. Such concomitant services include  
 22 academic education, vocational training, medical and dental treatment, pre and post counseling and  
 23 testing for infectious diseases, legal assistance, job-search assistance, financial assistance, childcare, and  
 24 self-help programs such as twelve (12) – step programs. Said linkages, referrals and follow-up are to be  
 25 documented in the Client file.

26 k. Successful Completion – CONTRACTOR shall consider all Clients to be graduated  
 27 upon completion of all their treatment plan goals.

28 l. Transition/Exit Planning – CONTRACTOR shall begin discharge planning  
 29 immediately after enrollment. CONTRACTOR shall develop a formal exit plan with the Client no later  
 30 than fourteen (14) calendar days prior to Client's successful completion of the program. The exit plan  
 31 shall be completed and signed by CONTRACTOR staff and Client. The exit plan shall be documented  
 32 in the Client's chart and shall:

33 1) Include a plan to assist the Client in maintaining a continued alcohol and drug free  
 34 lifestyle;

35 2) Address goals on the treatment plan; and

36 3) Include referrals to appropriate resources such as outpatient treatment, self-help  
 37 groups, alumni groups, recovery maintenance services, social services, vocational rehabilitation, job

1 training, and /or other services as needed.

2 m. Discharge Summary – CONTRACTOR shall develop written procedures regarding  
3 Client discharge. Written criteria for the discharge summary shall be completed within seven (7)  
4 calendar days of discharge and shall include:

5 1) Reason for discharge;

6 2) Description of treatment episodes or recovery services;

7 3) Current alcohol and/or drug usage at discharge;

8 4) Vocational and educational achievements;

9 5) Legal status;

10 6) Linkages and referrals made;

11 7) Client's comments; and

12 8) A description of the Client's goals and achievement towards those goals as  
13 described in the Client's treatment plan.

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

18 o. Food and Other Services – CONTRACTOR shall provide a clean, safe environment,  
19 toiletries, clean linen, and food service.

20 p. Support Services – CONTRACTOR shall provide housekeeping, which may be done  
21 by Clients; laundry access; and maintenance.

22 q. Care Coordination:

23 1) CONTRACTOR shall maintain contact with OCPD regarding treatment progress,  
24 barriers to progress, and exit planning.

25 2) CONTRACTOR shall construct a plan for continuing care which shall be fully  
26 documented in the Client's exit plan.

27 3) CONTRACTOR shall make every effort to notify the OCPD of any Client's  
28 behavior patterns which may lead to an involuntary discharge so that OCPD may attempt to influence  
29 the Client to improve treatment efforts. CONTRACTOR shall have final authority to discharge. In  
30 those instances requiring immediate action, CONTRACTOR is not bound to give advance notice to  
31 OCPD.

32 r. Collateral Services – CONTRACTOR shall provide as appropriate, individual and  
33 group sessions for Client's family members or significant others, excluding professionals such as  
34 employers or doctors, to address varied systems dynamics which could contribute to the Client's  
35 relapse, and potential or actual use. Collateral Service shall include the Client unless determined  
36 inappropriate by the Counselor.

37 s. Health, Medical, Psychiatric and Emergency Services – CONTRACTOR shall ensure

1 that all persons admitted for residential treatment services have a health questionnaire completed using  
 2 form DHCS 5103, or may develop their own form provided it contains, at a minimum, the information  
 3 requested in the DHCS 5103 form:

4 1) The health questionnaire is a Client's self-assessment of his/her current health  
 5 status and shall be completed by Client.

6 a) CONTRACTOR shall review and approve the health questionnaire form prior  
 7 to Client's admission to the program. The completed health questionnaire shall be signed and dated by  
 8 CONTRACTOR and Client.

9 b) A copy of the questionnaire shall be filed in the Client's record.

10 2) CONTRACTOR shall, based on information provided by Client on the health  
 11 questionnaire form, refer Client to licensed medical professionals for physical and laboratory  
 12 examinations as appropriate.

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

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

16 c) CONTRACTOR shall provide directly or by referral: HIV education,  
 17 voluntary, HIV antibody testing and risk assessment and disclosure counseling.

18 d) The programs shall have written procedures for obtaining medical or  
 19 psychiatric evaluation and emergency and non-emergency services.

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

22 f) CONTRACTOR shall provide TB services to the Clients by referral to the  
 23 COUNTY or another appropriate provider. TB services shall be provided within seven (7) calendar  
 24 days of admission. These TB services shall consist of the following:

25 (1) Counseling with respect to TB;

26 (2) Testing to determine whether the individual has been infected and to  
 27 determine the appropriate form of treatment;

28 (3) Provision for, or referral of, infected Clients for medical evaluation,  
 29 treatment and clearance. CONTRACTOR shall ensure that a TB-infected Client is medically cleared  
 30 prior to commencing treatment.

31 t. Transportation Services:

32 1) Emergency Medical Transportation – COUNTY shall only pay for medical  
 33 ambulance or medical van transportation to and from designated residential substance use disorder  
 34 treatment programs or health facilities through the COUNTY's Medical Transportation Agreement  
 35 under the following conditions:

36 a) Ambulance transportation shall be used for services requiring immediate  
 37 attention for a Client due to any sudden or serious illness or injury requiring immediate medical

1 attention, where delay in providing such services may aggravate the medical condition or cause the loss  
2 of life.

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

7 c) CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation  
8 Call Log to request transportation services from Ambulance Providers designated for transportation  
9 within the city of the CONTRACTOR's facility for each said month as identified on the log.

10 d) CONTRACTOR shall use its best efforts to contact Ambulance Providers  
11 identified on the Monthly Rotation Call Log as those providers who offer van transportation services if  
12 and when an ambulance is not required.

13 e) CONTRACTOR shall be held liable and may be billed by the Ambulance  
14 Provider for services requested by CONTRACTOR that are deemed inappropriate for use and not a  
15 covered service under this section by the COUNTY.

16 2) Non-Emergency Transportation – CONTRACTOR shall transport Client, either in  
17 CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or  
18 important to the Client's recovery plan including, but not limited to, Social Security Administration  
19 offices for Supplemental Security Income benefits and for non-emergency medical or mental health  
20 services not identified in Subparagraph r.1) above, that require treatment at a physician office, urgent  
21 care, or emergency room when an ambulance provider is not necessary or required for transportation  
22 based on the level of severity and/or services required by the Client.

#### 23 E. ALCOHOL AND/OR DRUG SCREENING

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

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

33 b. Assure that all urine specimen collections shall be observed by same sex staff; and

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

35 2. Contractor shall utilize drug testing supplies provided by ADMINISTRATOR.  
36 ADMINISTRATOR shall supply CONTRACTOR with the following drug testing laboratory  
37 information:

1 a. A list of all approved COUNTY drug testing laboratories;

2 b. A list of all approved drug screening tests; and

3 c. The procedure for submitting tests to drug testing laboratories.

4 If CONTRACTOR decides that confirmation testing is required, CONTRACTOR shall send the drug  
5 screening test to a COUNTY approved drug testing laboratory. Unless approved in advance by  
6 ADMINISTRATOR, CONTRACTOR shall be financially responsible for any drug tests submitted to  
7 drug testing laboratories other than those approved by COUNTY, or for any drug screening tests not  
8 found on the list of approved drug screening tests.

9 3. In the event that any Client of CONTRACTOR receives a drug test result indicating any  
10 substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall  
11 be documented in the Client record. CONTRACTOR shall notify OCPD as soon as possible but no later  
12 than one (1) business day, and notify ADMINISTRATOR within two (2) business days of receipt of  
13 such test results via incident report and the corrective action to be taken by the Resident or Client if the  
14 Client is allowed to remain in the program.

#### 15 F. PERFORMANCE OUTCOMES

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

#### 21 2. Performance Outcome Objectives:

22 a. Objective 1 – CONTRACTOR shall provide effective residential substance abuse  
23 assessment, treatment, and counseling to Clients with identified substance use disorder as measured by  
24 Retention and Completion Rates.

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

28 2) Completion Rates shall be calculated by using the number of Clients successfully  
29 completing the treatment program divided by the total number of Clients discharged during the  
30 evaluation period.

31 b. Objective 2 – CONTRACTOR shall implement a process improvement project as  
32 outlined in the NIATx model, targeting at least one of the following four (4) NIATx aims:

33 1) Reduce waiting times;

34 2) Reduce no-shows;

35 3) Increase admissions; and

36 4) Increase continuation in treatment.

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



1 Services ~~Paragraph~~ paragraph of this Exhibit ~~B~~A to the Agreement.

2  
3 ~~VI. STAFFING~~

4 ~~VII. STAFFING~~

5 A. CONTRACTOR shall provide staffing levels and qualifications appropriate to meet the needs  
6 of the ~~substance use disorder treatment services program Participants~~ Clients, including twenty-four (24)  
7 hour supervision with at least one (1) staff member on-site at all times. Co-ed residential programs shall  
8 require twenty-four (24)-hour awake supervision.

9 B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population  
10 to be served under this Agreement. Whenever possible, bilingual/bicultural staff should be retained.

11 C. STAFF CERTIFICATION – SUD treatment staff shall meet the requirements of the DHCS  
12 Counselor Certification Standards for California. All staff providing treatment services shall be  
13 registered, licensed and/or certified in accordance with state requirements and professional guidelines as  
14 applicable. At minimum, one (1) licensed clinician must be hired full time to provide counseling  
15 services. Co-occurring Clients must be part of licensed staff caseload. The licensed clinician shall  
16 provide group counseling services, and provide supervision to non-licensed counseling staff.

17 D. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with  
18 volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing  
19 services pursuant to ~~the~~ this Agreement, interns shall be ~~Master's~~ Master's Candidates in Counseling or  
20 Social Work or have a ~~Bachelor's~~ Bachelor's Degree in a related field or be participating in any state  
21 recognized ~~counseling~~ counselor certification program. CONTRACTOR shall provide a minimum of  
22 one (1) hour supervision for each ten (10) hours of work by interns or consistent with school or licensing  
23 Board requirements. CONTRACTOR shall provide supervision to volunteers as specified in the  
24 respective job descriptions or work contracts. Volunteer or student intern services may not comprise  
25 more than twenty percent (20%) of the services provided, unless approved in advance by  
26 ADMINISTRATOR.

27 ~~— C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population~~  
28 ~~to be served under the Agreement.~~ E. STAFF CONDUCT – CONTRACTOR shall establish

29 written Policies and Procedures for employees, volunteers, interns, and members of the Board of  
30 Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol;  
31 staff-Client relationships; prohibition of sexual conduct with Clients; prohibition of forging or falsifying  
32 documents or drug tests; and real or perceived conflict of interest. Situations that may be perceived as a  
33 conflict of interest shall be brought to the ADMINISTRATOR's attention prior to the occurrence. Prior  
34 to providing any services pursuant to this Agreement all employees, volunteers, and interns shall agree  
35 in writing to maintain the standards set forth in the said Policies and Procedures. A copy of the said  
36 Policies and Procedures shall be posted in writing in a prominent place in the treatment facility and  
37 updated annually by the Board of Directors.

1 F. STAFF/VOLUNTEER/INTERN SCREENING – ~~Whenever possible, bilingual/bicultural staff~~  
2 ~~should be retained.~~

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

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

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

20 a. No person shall have been convicted of a sex offense for which the person is required  
21 to register as a sex offender under PC section 290.2;

22 b. No person shall have been convicted of an arson ~~offense~~ offense – Violation of PC  
23 sections 451, 451.1, 451.5, 452, ~~452.1~~ 45231, 453, 454, or 455;

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

27 d. No person shall be on parole or probation;

28 e. No person shall participate in the criminal activities of a criminal street gang and/or  
29 prison gang; and

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

33 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR  
34 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and  
35 approved in advance by ADMINISTRATOR.

36 ~~—F. G. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training.~~  
37 All ~~program staff having direct contact with Participants shall,~~ Staff training shall be documented and

1 maintained as part of the training plan.

2 1. CONTRACTOR shall ensure that within the first (1st) year of employment, ~~be trained in all~~  
3 program staff, including administrator, volunteers and interns having direct contact with Clients shall  
4 complete training on:

5 a. infectious disease recognition;

6 b. crisis intervention; and

7 c. ~~referrals, techniques, and to recognize~~ recognizing physical and psychiatric symptoms  
8 that require appropriate referrals to other agencies.

9 2. CONTRACTOR shall ensure that on an annual basis, all program staff including  
10 administrator, volunteers and interns having direct contact with Clients shall complete:

11 a. County Annual Provider Training;

12 b. County Annual Compliance Training;

13 c. ~~CONTRACTOR shall provide on-going training in~~ Training on topics related to alcohol  
14 and drug use ~~on a yearly basis;~~ and

15 d. Minimum one hour training in cultural competence.

16 ~~H. — G. All staff providing services personnel files shall be registered, licensed and/or certified in~~  
17 ~~accordance with State requirements/and professional guidelines, as applicable.~~

18 ~~complete — H. Staffing levels and qualifications shall meet the requirements of the State of California,~~  
19 ~~Health and Human Services Agency's Department of Health Care Services, Alcohol and/or Other Drug~~  
20 ~~Certification Standards.~~

21 ~~— I. CONTRACTOR, its officers, agents, employees~~ made readily accessible to  
22 ADMINISTRATOR for purposes of audits and subcontractors shall, throughout the term of the  
23 Agreement, maintain all investigations or any other reason deemed necessary licenses, permits,  
24 approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and  
25 required by federal, state, or COUNTY laws or regulations and any other applicable regulatory agencies.

26 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or  
27 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,  
28 waivers and exemptions. Said inability shall be cause for termination of the  
29 Agreement. ADMINISTRATOR.

30 ~~I — J. STAFF CONDUCT — CONTRACTOR shall establish a written policies and procedures for~~  
31 ~~employees, volunteers, interns, and members of the Board of Directors which shall include, but not be~~  
32 ~~limited to, standards related to the use of drugs and/or alcohol; staff Participant relationships;~~  
33 ~~prohibition of sexual conduct with Participant; prohibition of forging or falsifying documents or drug~~  
34 ~~tests; and real or perceived conflict of interest. Prior to providing any services pursuant to the~~  
35 ~~Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set~~  
36 ~~forth in the said policies and procedures. A copy of the said policies and procedures shall be posted in~~  
37 ~~writing in a prominent place in the treatment facility.~~

1 ~~K~~. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
2 Staffing Paragraph of this Exhibit ~~B~~A to the Agreement.

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EXHIBIT BTO AGREEMENT FOR PROVISION OF~~VII. GENERAL REQUIREMENTS~~

~~A. MEETINGS~~ CONTRACTOR's Executive Director or designee shall participate, when requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to the Agreement.

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

~~C. AUTHORITY~~ CONTRACTOR shall recognize the authority of OCPD as officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program of alcohol and drug abuse residential and/or outpatient treatment services.

~~D. NON-SMOKING POLICY~~ CONTRACTOR shall establish a written non-smoking policy, which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy shall specify the facility is "smoke free" with designated smoking areas are outside the facility.

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

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

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

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

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

~~a. Token of each staff member who no longer supports the Agreement.~~

~~b. Token of each staff member who no longer requires access to the HCA IRIS.~~

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

~~d. Tokens which are malfunctioning.~~

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

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

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

**EXHIBIT C**  
**TO AGREEMENT FOR PROVISION OF**  
**AB 109 ~~OUTPATIENT AND RESIDENTIAL~~ TREATMENT SERVICES**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**COOPER FELLOWSHIP, INC.**  
**JULY 1, ~~2015~~2017 THROUGH JUNE 30, ~~2017~~2019**

**I. OUTPATIENT SUBSTANCE USE DISORDER TREATMENT SERVICES**

~~— If CONTRACTOR has agreed to provide outpatient substance use disorder treatment services as specified in Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with Exhibits B and C. CONTRACTOR shall operate a certified drug abuse outpatient treatment program, in accordance with the standards established by ADMINISTRATOR and OCPD.~~

~~— A. FACILITY— Unless otherwise authorized in writing by ADMINISTRATOR, facilities used for outpatient services shall operate, at least, Monday through Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate working Participants unable to participate during regular daytime hours at «OT\_PT\_FACILITY\_ADDRESS» or at any other facility approved in advance by ADMINISTRATOR. Each program shall post hours of operation to inform the general public and Participants. When not open, the program shall provide information concerning the availability of short term emergency counseling or referral services, including, but not limited to, emergency telephone services.~~

~~— B. ADMISSIONS FOR SERVICES— CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons living with HIV disease, as well as persons with a concurrent diagnosis of mental illness. Co-occurring persons and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medication(s). CONTRACTOR shall have a policy that requires Participants who show signs of any communicable disease, or through medical disclosure during the intake process admit to a health related problem that would put others at risk, to be cleared medically before services are provided by the program.~~

~~— C. SERVICES TO BE PERFORMED— CONTRACTOR shall provide AB 109 outpatient services for no more than one hundred eighty (180) days of duration, unless approved in writing by ADMINISTRATOR. CONTRACTOR's services shall include, but not be limited to: a structured sequence of alcohol and drug abuse education, treatment planning, group and individual counseling.~~



~~1. CONTRACTOR shall enroll Participants referred by ADMINISTRATOR's AB 109 assessment staff only. Participants who receive a sober living referral must enroll or make contact with outpatient provider within five (5) business days of receiving the said referral. Participants with direct referral to outpatient services must enroll or make contact within seventy two (72) hours. CONTRACTOR shall notify the ADMINISTRATOR's AB 109 assessment staff upon enrollment or if a Participant is a no show.~~

~~2. CONTRACTOR shall discharge and notify the ADMINISTRATOR's AB 109 assessment staff and the Probation Officer in the event a Participant is absent from program without an excuse from treatment for thirty (30) days.~~

~~3. CONTRACTOR's program shall include an introduction to self help programs such as Narcotics Anonymous, Alcoholics Anonymous, Alcoholics Anonymous "Step Study" or other appropriate self help programs. It shall include supportive sober recreational activity and may include activities designed to enhance skills in dealing with social service, legal/judicial, and employment services within COUNTY.~~

~~D. CRISIS INTERVENTION — Crisis Intervention is defined as emergency assessment and counseling with the Participant and/or family member(s) in a crisis situation. CONTRACTOR shall provide crisis intervention when deemed necessary.~~

~~E. CASE MANAGEMENT — CONTRACTOR shall provide Case Management services, by contacting outside agencies and making referrals for services outside the scope of comprehensive substance abuse services as identified in the Participant's recovery. Such concomitant services include academic education, vocational training, medical and dental treatment, pre and post counseling, testing for infectious diseases, legal assistance, job search assistance, financial assistance, child care, and self-help programs.~~

~~F. ASSESSMENT — CONTRACTOR shall provide a standardized, comprehensive risk and needs assessment to each Participant to assess alcohol and drug abuse history, family history, mental and emotional status, legal status, educational and vocational background as well as daily living skills, stress management, literacy, employment, education and money management within thirty (30) days of admission. Assessment tools will be co-occurring capable, meet best practice standards, and may include ASI, CalOMS, or other assessment tools that are approved by ADMINISTRATOR and completed and signed by CONTRACTOR staff and Participant.~~

~~G. PROGRAM ORIENTATION — Within the first seventy two (72) hours of a Participant's admission into the program, CONTRACTOR shall provide an overview of the Program. The program orientation shall include, but not be limited to:~~

- ~~1. Program structure, schedules, and rules;~~
- ~~2. Understanding of substance abuse and addiction;~~
- ~~3. Policies regarding Participant fees;~~
- ~~4. Participant rights;~~



~~5. Assignment of a counselor;~~

~~6. Staff code of conduct; and~~

~~7. Continuing care services.~~

~~H. TREATMENT PLAN—CONTRACTOR shall develop an individualized treatment plan with each Participant within thirty (30) calendar days of admission, which shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, one of which shall be a drug and/or alcohol problem, including long-term and short-term individualized goals for addressing the identified needs, with action steps, target dates and dates of resolution for each. Every thirty (30) calendar days from time of admission, CONTRACTOR shall review with the Participant, and document in the progress notes, the Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in problem identification or focus of treatment occurs, or no later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter.~~

~~I. THERAPEUTIC ACTIVITY—CONTRACTOR shall provide Therapeutic Activity which includes individual counseling, groups, and provide access to self-help groups. These activities shall incorporate best practices and evidence-based approaches. Individual and group counseling shall consist of the following:~~

~~1. Individual Counseling—CONTRACTOR shall provide individualized one-on-one counseling to Participant. Sessions are fifty (50) minutes in length, but may be twenty five (25) minutes, if deemed therapeutically necessary.~~

~~2. Group Counseling—CONTRACTOR shall provide counseling within a group to Participants determined appropriate for group sessions. Topics for discussion shall include but not be limited to, the following:~~

~~a. Substance abuse education;~~

~~b. Conflict resolution, anger management, skills building;~~

~~c. Trauma (abuse, violence);~~

~~d. Relapse prevention;~~

~~e. Mechanisms for building self-esteem and personal assertiveness;~~

~~f. Life skills and vocational pursuits;~~

~~g. Cultural and acculturation issues;~~

~~h. Chronic disease issues;~~

~~i. Co-occurring issues; and~~

~~j. Personal values, social relations, family functioning, coping mechanisms and related issues.~~

~~3. The unit count for group counseling is based on the number of Participants in the group. A group counseling session with four (4) Participants would be counted as four (4) units.~~

~~4. Participants shall receive no more than five (5) hours of face-to-face activities per week which consists of group counseling and/or individual counseling only.~~

~~J. COLLATERAL SERVICES~~ CONTRACTOR shall provide, as appropriate and documented in the Participant file, individual and group sessions for Participant's family members or significant others, excluding professionals such as employers or doctors, to address varied systems dynamics, which could contribute to the Participant's relapse, and potential or actual use. Collateral Services shall include the Participant unless determined inappropriate by the Counselor. All Collateral Services provided to family members which otherwise meet the condition of individual or group Units of Service shall be counted as the appropriate Unit of Service.

~~K. RELAPSE PREVENTION~~ Relapse Prevention is defined as individual and group sessions for a Participant to reinforce sobriety status; regardless of Participant's position in phase structure of program or during follow up. CONTRACTOR shall provide relapse prevention services.

~~L. TRANSITION/EXIT PLANNING~~ CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen (14) calendar days prior to Participant's successful completion of the program. The transition and exit plan shall be completed and signed by CONTRACTOR and Participant. The transition and exit plan shall include:

~~1. A strategy or strategies to assist the Participant in maintaining an alcohol and drug free lifestyle.~~

~~2. A continuing treatment exit plan that includes linkage and transition of the Participant to support services such as vocational rehabilitation, job training, self help groups and other recovery maintenance services if needed, and document this in the Participant's chart. The continuing treatment exit plan shall also include referrals for unmet or continuing the goals identified in the Participant's treatment plan.~~

~~3. Referrals to appropriate non-substance abuse resources such as continuing education and vocational rehabilitation.~~

~~M. DISCHARGE SUMMARY~~ CONTRACTOR shall develop written procedures regarding Participant discharge. Written criteria for the discharge summary shall include:

~~1. Reason for discharge;~~

~~2. Description of treatment episodes or recovery services;~~

~~3. Current alcohol and/or drug usage at discharge;~~

~~4. Vocational and educational achievements;~~

~~5. Legal status;~~

~~6. Linkages and referrals made;~~

~~7. Participant's comments; and~~

~~8. A description of the Participant's goals and achievement towards those goals as described in the Participant's treatment plan.~~

~~N. ALCOHOL and DRUG SCREENING~~

~~1. CONTRACTOR shall have a written policy and procedure statement regarding alcohol and~~

~~1 drug screening that includes random drug and/or alcohol testing at a minimum of one (1) time per month  
2 for all Participants. The urine specimen collection shall be observed by same sex staff. This policy  
3 shall be approved by ADMINISTRATOR. For those situations where alcohol and/or drug screening is  
4 deemed appropriate and necessary, CONTRACTOR shall:~~

~~5 a. Establish procedures that protect against the falsification and/or contamination of any  
6 body specimen sample collected for drug screening; and~~

~~7 b. Document results of the drug screening in the Participant's record.~~

~~8 2. In the event that any Participant of CONTRACTOR receives a drug test result indicating  
9 any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which  
10 shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within  
11 two (2) business days of receipt of such drug test results via an incident report, and the corrective action  
12 to be taken if the Participant is allowed to remain in the Program.~~

~~13 O. REFERRAL AND FOLLOW UP CONTRACTOR shall provide effective Linkage of a  
14 Participant to other ancillary services with follow up to be provided within one (1) week of referral to  
15 ensure that the Participant has contacted the referred service. Referrals shall also be made for  
16 individuals having special needs, such as persons living with HIV disease. Referrals shall be sensitive  
17 to the Participant's cultural needs. Such referrals shall be documented in the Participant's files.~~

~~18 P. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES~~

~~19 1. CONTRACTOR shall ensure that all persons admitted for outpatient treatment services  
20 have a health questionnaire completed using form DHCS 5103 form, or may develop their own form  
21 provided it contains, at a minimum, the information requested in the DHCS 5103 form.~~

~~22 a. The health questionnaire is a Participant's self assessment of his/her current health  
23 status and shall be completed by Participant.~~

~~24 1) CONTRACTOR shall review and approve the health questionnaire form prior to  
25 Participant's admission to the program. The completed health questionnaire shall be signed and dated by  
26 CONTRACTOR staff and Participant.~~

~~27 2) A copy of the questionnaire shall be filed in the Participant's record.~~

~~28 b. CONTRACTOR shall, based on information provided by Participant on the health  
29 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory  
30 examinations as appropriate.~~

~~31 1) CONTRACTOR shall obtain a copy of Participant's medical clearance or release  
32 prior to Participant's admission to the program.~~

~~33 2) A copy of the referral and clearance shall be filed in the Participant's file.~~

~~34 2. CONTRACTOR shall provide directly or by referral: HIV education, voluntary,  
35 confidential HIV antibody testing and risk assessment and disclosure counseling.~~

~~36 3. The programs shall have and post written procedures for obtaining medical or psychiatric  
37 evaluation and emergency services.~~

~~4. The programs shall have readily available the name, address, and telephone number for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.~~

~~Q. PERFORMANCE OUTCOMES~~

~~1. CONTRACTOR shall be required to achieve performance outcomes, tracking and reporting performance outcome statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the outcome, and, therefore, revisions to the performance outcomes may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR. CONTRACTOR may establish additional performance outcome(s) in coordination with OCPD and ADMINISTRATOR during the year. CONTRACTOR shall provide any requested information or data by ADMINISTRATOR and OCPD for purposes of evaluating program performance to determine overall public safety outcomes.~~

~~2. Performance outcomes for each Period.~~

~~a. Outcome 1: CONTRACTOR shall provide effective outpatient substance abuse assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as measured by retention and completion rates.~~

~~1) Retention rates shall be calculated by number of Participants currently enrolled in or successfully completed their treatment program divided by the total number of Participants served during the evaluation period.~~

~~2) Completion rates shall be calculated by the number of Participants successfully completing the treatment program divided by the total number of Participants discharged during the evaluation period.~~

~~b. Outcome 2: CONTRACTOR shall obtain completed CESIs within thirty (30) calendar days of admission from at least eighty percent (80%) of Participants. CONTRACTOR shall also obtain completed CESTs at mid-point and completion from all Participants receiving at least forty-five (45) calendar days of treatment.~~

~~1) CONTRACTOR shall ensure that surveys are completed timely and accurately by designated Participants. This would include, but is not limited to, ensuring surveys contain provider number, Participant ID number, responses to all psychosocial questions, along with other important Participant and CONTRACTOR information, and fields are filled and/or marked appropriately.~~

~~2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to ADMINISTRATOR, once a month, by the tenth (10th) business day of each month.~~

~~3) CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Participant files.~~

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

~~c. Outcome 3: CONTRACTOR shall implement a process improvement project as outlined in the NIATx model, targeting at least one of the following four (4) NIATx aims:~~

- ~~1) Reduced waiting times;~~
- ~~2) Reduced no-shows;~~
- ~~3) Increased admissions; and~~
- ~~4) Increased continuation in treatment.~~

~~R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Outpatient Substance Use Disorder Treatment Services Paragraph of this Exhibit C to the Agreement.~~

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1 EXHIBIT D  
 2 TO AGREEMENT FOR PROVISION OF  
 3 AB 109 OUTPATIENT AND RESIDENTIAL SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 «UC\_NAME»  
 8 JULY 1, 2015 THROUGH JUNE 30, 2017  
 9

10 **I. RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES**

11 ~~— If CONTRACTOR has agreed to provide residential substance use disorder treatment services as~~  
 12 ~~specified in Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with~~  
 13 ~~Exhibits B and D.~~

14 ~~— A. FACILITY— Unless otherwise authorized in writing by ADMINISTRATOR, facilities used for~~  
 15 ~~residential services shall maintain regularly scheduled service hours seven (7) days a week, twenty-four~~  
 16 ~~(24) hours a day, throughout the year at «RES\_FACILITY\_ADDRESS» or at any other facility~~  
 17 ~~approved in advance by ADMINISTRATOR. The program shall provide information concerning the~~  
 18 ~~availability of short-term emergency counseling or referral services, including, but not limited to,~~  
 19 ~~emergency telephone services.~~

20 ~~—— 1. CONTRACTOR shall provide a residential treatment services program in a safe supportive~~  
 21 ~~environment. CONTRACTOR shall provide residential treatment services for no less than thirty (30)~~  
 22 ~~calendar days and no more than ninety (90) calendar days unless approved in writing by~~  
 23 ~~ADMINISTRATOR.~~

24 ~~—— 2. CONTRACTOR shall operate licensed and certified alcohol and drug abuse residential~~  
 25 ~~programs in accordance with the standards established by COUNTY and the California State~~  
 26 ~~Department of Health Care Services within the specifications stated herein, unless otherwise authorized~~  
 27 ~~by ADMINISTRATOR.~~

28 ~~— B. SERVICES TO BE PERFORMED— CONTRACTOR shall provide twenty-four (24) hour~~  
 29 ~~supervision with at least one (1) staff member on-site at all times. Co-ed residential programs shall~~  
 30 ~~require twenty-four (24) hour awake supervision.~~

31 ~~—— 1. CONTRACTOR shall accept any person who is physically and mentally able to comply~~  
 32 ~~with the program's rules and regulations. Said persons shall include persons living with HIV disease, as~~  
 33 ~~well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-~~  
 34 ~~occurring diagnosis. Persons with co-occurring disorders and others who require prescribed medication~~  
 35 ~~shall not be precluded from acceptance or admission solely based on their licit use of prescribed~~  
 36 ~~medications. CONTRACTOR will conduct an assessment utilizing the ASAM-PPC and send a referral~~

37 #



1 ~~packet to ADMINISTRATOR. CONTRACTOR shall enter admission data on the paperwork and send~~  
 2 ~~it back to ADMINISTRATOR upon admission of the Participant into program.~~

3 ~~2. Positive drug screen at admission alone will not disqualify the Participant from admission~~  
 4 ~~to treatment. Participants who have not used substances in the previous twenty four (24) hours (may be~~  
 5 ~~self report) are eligible for treatment. Participants who have consumed, used, or are otherwise under the~~  
 6 ~~influence of alcohol or drugs within the past 24 hours shall not be permitted on the premises except for~~  
 7 ~~admissions for detoxification or withdrawal services. Individuals appearing to be under the influence of~~  
 8 ~~substances may be excluded from admission.~~

9 ~~3. CONTRACTOR shall have a policy that requires Participant who shows signs of any~~  
 10 ~~communicable disease, or through medical disclosure during the intake process, admit to a health related~~  
 11 ~~problem that would put others at risk, to be cleared medically before services are provided by the~~  
 12 ~~programs.~~

13 ~~a. CONTRACTOR shall only admit Participants referred by ADMINISTRATOR.~~

14 ~~b. CONTRACTOR shall have the right to refuse admission of a person only in accordance~~  
 15 ~~with its written admission policy; provided, however, CONTRACTOR shall comply with the~~  
 16 ~~Nondiscrimination Paragraph of the Agreement.~~

17 ~~4. Co-occurring Disorders CONTRACTOR shall provide rehabilitative and recovery~~  
 18 ~~services to Participants with co-occurring disorders and ensure that such services address the~~  
 19 ~~relationship between the two diagnoses throughout treatment.~~

20 ~~5. Program Orientation Within the first seventy two (72) hours of a Participant's admission~~  
 21 ~~into the program, CONTRACTOR shall provide an overview of the program. The program orientation~~  
 22 ~~shall include, but not be limited to:~~

23 ~~a. Overview of program structure, and schedule;~~

24 ~~b. Program rules and regulation;~~

25 ~~c. Policies regarding Participant fees;~~

26 ~~d. A copy of the Participant code of conduct;~~

27 ~~e. Participant rights;~~

28 ~~f. Assignment of a counselor;~~

29 ~~g. Staff code of conduct; and~~

30 ~~h. Continuing care services.~~

31 ~~6. Assessment Within seven (7) days of admission, CONTRACTOR shall provide a~~  
 32 ~~standardized, comprehensive risk and needs assessment on each Participant which assesses both~~  
 33 ~~alcohol/drug abuse history, family history, mental and emotional status, legal status, educational and~~  
 34 ~~vocational background as well as daily living skills, stress management, literacy, employment,~~  
 35 ~~education, and money management. Assessment tools shall meet best practice standards and may~~  
 36 ~~include ASI, CalOMS, or other assessment tools that are approved by ADMINISTRATOR and~~  
 37 ~~completed and signed by staff and Participant.~~

~~7. Treatment Plan CONTRACTOR shall develop an individualized treatment plan with each Participant within fourteen (14) calendar days of admission. Each treatment plan shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, including a drug and/or alcohol problem, long and short term individualized goals for addressing the identified needs, with action steps, target dates and dates of resolution for each. As a part of their treatment plan, Participants will be actively involved in outside activities. Participants' treatment plan shall clearly outline the expectations and steps taken to successfully earn Resocialization privileges. Every fourteen (14) calendar days, CONTRACTOR shall review the treatment plan with the Participant, and document, in the progress notes, the Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in problem identification or focus of treatment occurs, or, no later than ninety (90) calendar days after signing the initial treatment plan.~~

~~8. Structured Therapeutic Activities Residential Treatment services shall consist of a minimum of twenty (20) hours of structured activity per week of which Participants must engage in a minimum of fourteen (14) hours of therapeutic activity per week, and shall include, at a minimum the following:~~

~~a. Individual Counseling CONTRACTOR shall provide individual counseling to Participants.~~

~~b. Group Counseling CONTRACTOR shall provide counseling within a group setting to Participants. Group intervention and activities may include, but are not limited to, process groups, seminars and educational groups, house and community group meetings, and practical life and social skills.~~

~~c. CONTRACTOR shall provide access and balanced exposure to on-site and off-site self-help support meetings, non-spiritual and spiritual, such as Alcohol Anonymous, Narcotics Anonymous, and Smart Recovery. For example, if a Big Book (AA) study is offered, then a Basic Text (NA) study must also be offered. If NA or AA meetings are primarily offered on-site, clients should also be given the opportunity, if possible, to attend NA or AA meetings off-site on those days. CONTRACTOR shall ensure that various self-help reading materials are provided on-site and easily accessible to Participants.~~

~~9. Structured Non-Therapeutic Activities CONTRACTOR shall provide a minimum of six (6) hours of structured non-therapeutic activity that includes work, school, and volunteer hours outside the facility, chores, recreation and socialization activities. Recreational and socialization activities may include, but not limited to:~~

~~a. Teaching the concepts of rules, teamwork and sportsmanship,~~

~~b. Providing guidance on use of recreational or leisure time.~~

~~10. Case Management CONTRACTOR shall provide Case Management services by contacting outside agencies and making referrals for services outside the scope of comprehensive~~

1 ~~substance abuse services as identified in the Participant's recovery. Such concomitant services include~~  
 2 ~~academic education, vocational training, medical and dental treatment, pre and post counseling and~~  
 3 ~~testing for infectious diseases, legal assistance, and job search assistance, financial assistance, child care,~~  
 4 ~~and self help program such as twelve (12) step programs. Said linkages, referrals and follow up are to~~  
 5 ~~be documented in the Participant file.~~

6 ~~11. Treatment Activities:~~

7 ~~a. CONTRACTOR shall design Treatment Activities to interrupt negative alcohol or other~~  
 8 ~~drug abuse factors, address denial and personal/behavioral issues, and assist the Participant's adjustment~~  
 9 ~~to a sober environment.~~

10 ~~b. CONTRACTOR shall include within the Participant's Treatment Plan client centered~~  
 11 ~~goals and objectives with specific measurable tasks outlining what the Participant is to complete prior to~~  
 12 ~~advancing to Resocialization phase of treatment.~~

13 ~~c. CONTRACTOR shall not encourage Participants to seek employment opportunities~~  
 14 ~~during the first thirty (30) calendar days of their treatment.~~

15 ~~12. Resocialization:~~

16 ~~a. As part of the Resocialization process, CONTRACTOR shall finalize exit plans with~~  
 17 ~~the Participant.~~

18 ~~b. During Resocialization, CONTRACTOR shall obtain documentation from Participants~~  
 19 ~~regarding efforts to obtain employment.~~

20 ~~13. Graduation CONTRACTOR shall consider all Participants to be graduated upon~~  
 21 ~~completion of their Residential Treatment program in accordance with the treatment plan.~~

22 ~~14. Transition/Exit Planning CONTRACTOR shall begin discharge planning immediately~~  
 23 ~~after enrollment. CONTRACTOR shall develop a formal exit plan no sooner than thirty (30) calendar~~  
 24 ~~days and no later than fourteen (14) calendar days prior to the Participant's successful completion of the~~  
 25 ~~program. The exit plan shall be completed and signed by CONTRACTOR staff and Participant. The~~  
 26 ~~exit plan shall include:~~

27 ~~a. Identification of the Participant's achievements while in the Residential Treatment~~  
 28 ~~program such as meeting or progressing towards educational or vocational goals.~~

29 ~~b. A strategy or strategies to assist the Participant in maintaining an alcohol and drug free~~  
 30 ~~lifestyle.~~

31 ~~c. A continuing treatment exit plan that includes linkage and transition of the Participant~~  
 32 ~~to appropriate services such as outpatient treatment, other support services such as vocational~~  
 33 ~~rehabilitation, job training, and other services, if needed, and document this in the Participant's chart.~~  
 34 ~~The continuing treatment plan shall also include referrals for unmet or continuing goals identified in the~~  
 35 ~~Participant's treatment plan.~~

36 ~~d. Referrals to appropriate non substance abuse resources such as continuing education~~  
 37 ~~and vocational rehabilitation.~~

~~e. CONTRACTOR shall provide linkage to outpatient treatment, ongoing recovery support services such as self help groups, alumni groups, recovery maintenance services, social services, rehabilitation services, vocational services, job training services or other appropriate services.~~

~~15. Discharge Summary CONTRACTOR shall develop written procedures regarding Participant discharge. Written criteria for the discharge summary shall include:~~

~~a. Reason for discharge~~

~~b. Description of treatment episodes or recovery services~~

~~c. Current alcohol and/or drug usage at discharge~~

~~d. Vocational and educational achievements~~

~~e. Legal status~~

~~f. Linkages and referrals made~~

~~g. Participants comments~~

~~h. A description of the Participant's goals and achievement towards those goals as described in the Participant's treatment plan.~~

~~16. Food and Other Services CONTRACTOR shall provide a clean, safe environment, toiletries, clean linen, food service, storage, and supervision of medication.~~

~~17. Support Services CONTRACTOR shall provide housekeeping, laundry, maintenance and arrangements for emergency and non-emergency medical services.~~

~~18. Collateral Services CONTRACTOR shall provide as appropriate, individual and group sessions for Participant's family members or significant others, excluding professionals such as employers or doctors, to address varied systems dynamics, which could contribute to the Participant's relapse, and potential or actual use. Collateral Services shall include the Participant unless determined inappropriate by the Counselor.~~

~~19. Alcohol and/or Drug Screening CONTRACTOR shall have a written policy and procedure statement regarding drug screening that includes random drug and/or alcohol testing at a minimum of one (1) time per month for the first thirty (30) days and two (2) times per month for the remaining term of the Agreement for all Participants. All urine specimen collection shall be observed by same sex staff. This policy shall be approved by ADMINISTRATOR. A Participant shall not be denied admittance to treatment for a positive alcohol and/or drug screen at admission if they meet all other criteria for admission. In the event CONTRACTOR wishes to utilize a COUNTY contracted laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from Participants. Such testing shall be provided at COUNTY's expense. In the event that any Participant of CONTRACTOR receives a drug test result indicating any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of receipt of such test results via incident report and the corrective action to be taken by the Participant if the Participant is allowed to remain in the program. CONTRACTOR shall:~~

~~1 a. Establish procedures that protect against falsification and/or contamination of any body  
2 specimen sample collected for drug screening; and~~

~~3 b. Document results of the drug screening in the Participant's record.~~

~~4 C. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES~~

~~5 1. CONTRACTOR shall ensure that all persons admitted for Residential Treatment services  
6 have a health questionnaire completed using form DHCS 5103 form, or may develop their own form  
7 provided it contains, at a minimum, the information requested in the DHCS 5103 form.~~

~~8 a. The health questionnaire is a Participant's self-assessment of his/her current health  
9 status and shall be completed by Participant.~~

~~10 1) CONTRACTOR shall review and approve the health questionnaire form prior to  
11 Participant's admission to the program. The completed questionnaire shall be signed and dated by  
12 CONTRACTOR and Participant.~~

~~13 2) A copy of the questionnaire shall be filed in the Participant's file.~~

~~14 b. CONTRACTORS shall, based on information provided by Participant on the health  
15 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory  
16 examinations as appropriate.~~

~~17 1) CONTRACTOR shall obtain a copy of Participant's medical clearance or release  
18 prior to Participant's admission to the program.~~

~~19 2) A copy of the referral and clearance shall be filed in the Participant's file.~~

~~20 3) CONTRACTOR shall provide directly or by referral: HIV education, voluntary,  
21 HIV antibody testing and risk assessment and disclosure counseling.~~

~~22 2. The programs shall have written procedures for obtaining medical or psychiatric evaluation  
23 and emergency services.~~

~~24 3. The programs shall post the name, address, and telephone number for the fire department, a  
25 crisis center, local law enforcement, and a paramedical unit or ambulance service.~~

~~26 4. CONTRACTOR shall provide TB services for programs directly or by referral to the  
27 COUNTY or another appropriate provider. TB services shall be provided within seven (7) days of  
28 admission. These TB services shall consist of the following:~~

~~29 a. Counseling with respect to TB;~~

~~30 b. Testing to determine whether the individual has been infected and to determine the  
31 appropriate form of treatment;~~

~~32 c. Provision for, or referral of, infected Participant for medical evaluation and treatment  
33 and clearance. CONTRACTOR shall ensure that a TB-infected Participant is medically cleared prior to  
34 commencing treatment.~~

~~35 #~~

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~~D. TRANSPORTATION SERVICES~~

~~1. COUNTY shall only pay for medical ambulance or medical van transportation to and from designated residential substance use disorder treatment programs or health facilities through the COUNTY's Medical Transportation Agreement under the following conditions:~~

~~a. Ambulance transportation shall be used for services requiring immediate attention for a Participant due to any sudden or serious illness or injury requiring immediate medical attention, where delay in providing such services may aggravate the medical condition or cause the loss of life.~~

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

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

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

~~e. CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service under this section by the COUNTY.~~

~~2. Non-Emergency Transportation — CONTRACTOR shall transport Participant, either in CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or important to the Participant's recovery plan including, but not limited to, Social Security Administration offices for Supplemental Security Income benefits and for non-emergency medical or mental health services not identified in Subparagraph q.1). above, that require treatment at a physician office, urgent care, or emergency room when an ambulance provider is not necessary or required for transportation based on the level of severity and/or services required by the Participant.~~

~~E. CRISIS HELPLINE — CONTRACTOR shall provide a twenty four (24) hour helpline to provide Participants access to a counselor or information and referrals to community resources.~~

~~F. PERFORMANCE OUTCOMES~~

~~1. CONTRACTOR shall be required to achieve performance outcomes, tracking and reporting performance outcome statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the outcome, and, therefore, revisions to the performance outcomes may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR. CONTRACTOR may establish additional performance outcome(s) in coordination with OCPD and ADMINISTRATOR during the year. CONTRACTOR~~

#



1 ~~shall provide any requested information or data by ADMINISTRATOR and OCPD for purposes of~~  
 2 ~~evaluating program performance to determine overall public safety outcomes.~~

3 ~~2. Performance outcome for each Period:~~

4 ~~a. Outcome 1: CONTRACTOR shall provide effective residential substance abuse~~  
 5 ~~assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as~~  
 6 ~~measured by retention and completion rates.~~

7 ~~1) Retention rates shall be calculated by number of Participants currently enrolled in~~  
 8 ~~or successfully completing in the treatment program divided by the total number of Participants served~~  
 9 ~~during the evaluation period.~~

10 ~~2) Completion rates shall be calculated by the number of Participants successfully~~  
 11 ~~completing the treatment program divided by the total number of Participants discharged during the~~  
 12 ~~evaluation period.~~

13 ~~b. Outcome 2: CONTRACTOR shall obtain completed CESIs within thirty (30) calendar~~  
 14 ~~days of admission from at least eighty percent (80%) of Participants. CONTRACTOR shall also obtain~~  
 15 ~~completed CESTs at mid-point and completion from all Participants receiving at least forty-five (45)~~  
 16 ~~calendar days of treatment.~~

17 ~~1) CONTRACTOR shall ensure that surveys are completed by designated Participants~~  
 18 ~~timely and accurately, including, but not limited to, ensuring surveys contain provider number,~~  
 19 ~~Participant ID number, responses to all psychosocial questions, responses for other important Participant~~  
 20 ~~and CONTRACTOR information, and fields are filled and/or marked appropriately.~~

21 ~~2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the~~  
 22 ~~originals to ADMINISTRATOR, once a month, on the tenth (10th) business day of each month.~~

23 ~~3) CONTRACTOR shall maintain the photocopies of the CESI and CEST documents~~  
 24 ~~in Participant files and/or in readily accessible and confidential central filing area for reference.~~

25 ~~4) CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission,~~  
 26 ~~reporting, sorting, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist~~  
 27 ~~or as they may be revised and/or amended in the future, for the review, use and analysis of the CESI and~~  
 28 ~~CEST.~~

29 ~~c. Outcome 3: Contractor shall implement a process improvement project as outlined in~~  
 30 ~~the NIATx model, targeting at least one of the following four NIATx aims:~~

31 ~~1) Reduced waiting times;~~

32 ~~2) Reduced no shows;~~

33 ~~3) Increased admissions;~~

34 ~~4) Increased continuation in treatment.~~

35 ~~G. VISITATION POLICY CONTRACTOR shall establish a written visitation policy, which~~  
 36 ~~shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the~~  
 37 ~~following:~~

1 ~~1. Sign in logs;~~  
2 ~~2. Visitation hours; and~~  
3 ~~3. Designated visiting areas at the facility.~~  
4 ~~H. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE—CONTRACTOR shall maintain a~~  
5 ~~Participant sign in/out log for all Participants, which shall include, but not be limited to, the following:~~  
6 ~~1. Participant’s schedule for treatment, work, education or other activities;~~  
7 ~~2. Location and telephone number where the Participant may be reached; and~~  
8 ~~3. Requirement for all Participants to notify the program of any change in his/her schedule.~~  
9 ~~I. GOOD NEIGHBOR POLICY—CONTRACTOR shall establish a good neighbor policy, which~~  
10 ~~shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to,~~  
11 ~~staff training to deal with neighbor complaints, staff contact information available to neighboring~~  
12 ~~residents and complaint procedures.~~  
13 ~~J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~  
14 ~~Residential Substance Use Disorder Treatment Services Paragraph of this Exhibit D to the Agreement.~~  
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~~EXHIBIT E~~  
~~TO AGREEMENT FOR PROVISION OF~~  
~~AB-109 OUTPATIENT AND RESIDENTIAL SERVICES~~  
~~BETWEEN~~  
~~COUNTY OF ORANGE~~  
~~AND~~  
~~«UC\_NAME»~~  
~~JULY 1, 2015 THROUGH JUNE 30, 2017~~

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

1. The ~~parties~~ 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~~ 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~~ 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~~ 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~~ 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 and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter

1 amended,with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or  
2 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  
7 of 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  
13 was made in good faith and within the scope of authority and does not result in further use or disclosure  
14 in a 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  
20 that an unauthorized person to whom the disclosure was made would not reasonably have been able to  
21 retain 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  
34 CFR § 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  
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
5 with 45 CFR § 164.502(g).

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 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  
16 his or her designee.

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

22 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of 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  
30 methodology 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  
 17 through this Business Associate Contract to CONTRACTOR with respect to such information.

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
 33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
 34 and to make information related to such Disclosures available as would be required for COUNTY to  
 35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45  
 36 CFR § 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  
 6 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the  
 7 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

8 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by  
 9 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all  
 10 employees, subcontractors, and agents who have access to the Social Security data, including  
 11 employees, 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  
 19 terminate 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  
 22 no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative  
 23 proceedings being commenced against COUNTY, its directors, officers or employees based upon  
 24 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,  
 25 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its  
 26 subcontractor, employee, or agent is a named adverse party.

27 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
 28 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
 29 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
 30 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
 31 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
 32 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
 33 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
 34 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
 35 applicable laws. COUNTY may terminate the 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  
11 and 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  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
14 CONTRACTOR shall develop and maintain a written information privacy and security program that  
15 includes 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,  
25 maintains, 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  
6 security 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  
10 functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI  
11 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
12 behalf of 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  
26 for 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 //

1 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which  
2 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
3 COUNTY.

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

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

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

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

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

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

37 //

1 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
2 from at least three (3) of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

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

37 //



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

### 5 3. Audit Controls

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

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

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

### 19 4. Business Continuity/Disaster Recovery Control

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

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

### 32 5. Paper Document Controls

33 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
 34 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left  
 35 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means  
 36 that information is not being observed by an employee authorized to access the information. Such PHI  
 37 //



1 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
2 baggage on commercial airplanes.

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

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

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

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

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

#### 24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
20 COUNTY.

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
 37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on

1 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
2 42 USC § 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT ~~FC~~

~~TO AGREEMENT FOR PROVISION OF~~

~~TO AGREEMENT FOR PROVISION OF~~

AB 109 ~~OUTPATIENT AND RESIDENTIAL~~ TREATMENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

COOPER FELLOWSHIP, INC.

JULY 1, ~~2015~~2017 THROUGH JUNE 30, ~~2017~~2019

**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



1 or tribal inspector general, or an administrative body authorized to require the production of information,  
 2 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation  
 3 with respect to health care providers participating in the program, and statutes or regulations that require  
 4 the production of information, including statutes or regulations that require such information if payment  
 5 is sought under a government program providing public benefits.

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

## 9 B. TERMS OF AGREEMENT

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

### 14 2. Responsibilities of CONTRACTOR

15 CONTRACTOR agrees:

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

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

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

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

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

37 3) If the data obtained by CONTRACTOR from COUNTY includes PII,



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

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

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

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

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

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

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

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