

AGREEMENT FOR PROVISION OF
SUBSTANCE USE DISORDER RESIDENTIAL OPIATE TREATMENT SERVICES

BETWEEN
COUNTY OF ORANGE

AND

“PROVIDER”

«UC_NAME»

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

THIS AGREEMENT entered into this 1st day of July 2015, ~~which~~ 2017 (effective date ~~is~~
~~enumerated for purposes of reference only;~~) is by and between the COUNTY OF ORANGE
(COUNTY) and
PROVIDER, a [political subdivision of the State of California (~~constitutional corporation~~) (~~nonprofit~~
~~corporation~~) (~~medical corporation~~) (~~professional corporation~~) (~~for profit corporation~~) (~~educational~~
~~institution~~) (~~public educational institution~~) (~~local government agency~~) (~~partnership~~) (~~sole~~
~~proprietor~~)] COUNTY) and «UC_NAME» «UC_DBA» a «CORP_STATUS» (CONTRACTOR).
COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or
collectively as “Parties.” This Agreement shall be administered by the County of Orange Health Care
Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
Substance Use Disorder Residential Opiate Treatment Services described herein to the residents of
Orange County; and

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

~~—NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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

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EXHIBIT A.....PAGE

~~I.~~ Budget **Error!**

Bookmark not defined.

~~I.~~~~II.~~ Common Terms and Definitions 4

~~H.~~ Budget **3**

~~III.~~ General Requirements..... **Error!**

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EXHIBIT B

I. Business Associate Contract..... **41**

EXHIBIT C

~~I.~~~~I.~~ Personal Information Privacy and Security Contract

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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: \$~~xxx,xxx~~

One **Aggregate** Maximum Obligation: ~~\$xxx,xxx~~ 205,276

Period

Two **Aggregate** Maximum Obligation: ~~xxx,xxx~~ 205,276

Period

TOTAL AGGREGATE MAXIMUM OBLIGATION: ~~\$xxx,xxx~~ 410,552

Basis for Reimbursement: -Actual Cost

Payment Method: -Monthly ~~in~~In Arrears

CONTRACTOR DUNS Number: ~~«DUNS»~~

CONTRACTOR TAX ID Number: ~~«TAX_ID»~~

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~«LC_NAME»~~«CONTACT»

~~«LC_DBA»~~

~~«LCNAME»~~

~~«ADDRESS»~~

~~«CITY_STATE_ZIP»~~

~~«CONTACT»~~

~~«CONTACT_EMAIL»~~

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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:

A.	ADP	Alcohol and Drug Program
A.	AES	Advanced Encryption Standard
B.	ARRA	American Recovery and Reinvestment Act
C.	ASI	ASAM American Society of Addiction Severity
	Index	Medicine
D.	ASRS	Alcohol and Drug Programs Reporting System
E.	BJA	Bureau of Justice Administration BCP Business
	Continuity Plan	
F.	CAF	PARTICIPANT Admit Form
G.	F.	CalOMS California Outcomes Measurement System
H.	H.	CAP Corrective Action Plan
I.	I.	CCC California Civil Code
J.	J.	CCR California Code of Regulations
K.	CDC	California Department of Corrections
	CD/DVD	Compact Disc/Digital Video or Versatile Disc
K.	CEO	County Executive Office
L.	CDCI	Comprehensive Drug Court Implementation
M.	CESI	PARTICIPANT Client Evaluation of Self at Intake
M.	N.	CEST PARTICIPANT Client Evaluation of Self and Treatment
N.	CHHS	California Health and Human Services Agency
O.	CFR	Code of Federal Regulations
P.	CHPP	COUNTY HIPAA Policies and Procedures
Q.	CHS	Correctional Health Services
R.	CIW	CIPA California Institute for Women Information Practices Act
S.	CMPPA	Computer Matching and Privacy Protection Act
T.	COI	Certificate of Insurance
U.	CSU	Crisis Stabilization Unit
V.	DATAR	Drug Abuse Treatment Access Report
W.	T.	D/MC Drug/Medi-Cal
X.	U.	DHCS Department of Health Care Services
V.	Y.	DMV Department of Motor Vehicles
Z.	DoD	US Department of Defense
AA.	DOJ	Department of Justice
AB.	DPFS	Drug Program Fiscal Systems

<u>1</u>	AC.	DRP	Disaster Recovery Plan
<u>2</u>	AD.	W. DRS	Designated Record Set
<u>3</u>	AE.	DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition
<u>4</u>	AF.	EHR	Electronic Health Records
<u>5</u>	AG.	ePHI	Electronic Protected Health Information
<u>6</u>	AH.	FIPS	Federal Information Processing Standards
<u>7</u>	AI.	X. FOTP	Female Offender Treatment Program
<u>8</u>	Y.	FTE	Full Time Equivalent
<u>9</u>	Z.	AJ. GAAP	Generally Accepted Accounting Principles
<u>10</u>	AK.	HCA	Health Care Agency
<u>11</u>	AL.	HIV	Human Immunodeficiency Virus
<u>12</u>	AM.	AA. HHS	Health and Human Services
<u>13</u>	AN.	AB. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
<u>14</u>			Law 104-191
<u>15</u>	AO.	AC. HIV	Human Immunodeficiency Virus
<u>16</u>	AD.	HSC	California Health and Safety Code
<u>17</u>	AP.	ID	Identification
<u>18</u>	AQ.	IEA	Information Exchange Agreement
<u>19</u>	AR.	AE. IRIS	Integrated Records and Information System
<u>20</u>	AS.	ISO	Insurance Services Office
<u>21</u>	AT.	MAT	Medication Assisted Treatment
<u>22</u>	AU.	AF. MHP	Mental Health Plan
<u>23</u>	AV.	AG. NIATx	Network for Improvement for of Addiction Treatment Model
<u>24</u>	AW.	NIST	National Institute of Standards and Technology
<u>25</u>	AX.	AH. OCJS	Orange County Jail System
<u>26</u>	AY.	AI. OCPD	Orange County Probation Department
<u>27</u>	AZ.	AJ. OCR	Office for Civil Rights
<u>28</u>	BA.	AK. OCSD	Orange County Sheriff's Department
<u>29</u>	BB.	AL. OIG	Office of Inspector General
<u>30</u>	BC.	AM. OMB	Office of Management and Budget
<u>31</u>	BD.	AN. OPM	Federal Office of Personnel Management
<u>32</u>	AO. PADSS	BE. P&P	Policy and Procedure
<u>33</u>	BF.	PA DSS	Payment Application Data Security Standard
<u>34</u>	BG.	AP. PC	State of California Penal Code
<u>35</u>	AQ. BH.	PCI DSS	Payment Card Industry Data Security Standard
<u>36</u>	BI.	AR. PHI	Protected Health Information
<u>37</u>	BJ.	AS. PII	Personally Identifiable Information

1 BK. PI Personal Information

2 BL. ~~AT~~-PRA Public Record Act

3 BM. SIR Self-Insured Retention

4 BN. SUD Substance Use Disorder

5 BO. TAF Treatment Authorization Form

6 BP. ~~AU~~. ~~PSN~~ ~~Parole Services Network~~

7 ~~AV~~. ~~SSI~~ ~~Supplemental Security Income~~

8 ~~AW~~. TB Tuberculosis

9 BQ. HITECH Act The Health Information Technology for Economic and Clinical Health

10 Act, Public Law 111-005

11 BR. ~~AX~~. ~~USC~~ United States Code

12 BS. ~~AY~~. ~~WIC~~ State of California Welfare and Institutions Code

13 14 **III. ALTERATION OF TERMS**

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

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

22 23 **III. ASSIGNMENT OF DEBTS**

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

31 32 **IV. COMPLIANCE**

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

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

1 Conduct and access to General Compliance and Annual Provider Trainings.

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

9 a. Designation of a Compliance Officer and/or compliance staff.

10 b. Written standards, policies and/or procedures.

11 c. Compliance related training and/or education program and proof of completion.

12 d. Communication methods for reporting concerns to the Compliance Officer.

13 e. Methodology for conducting internal monitoring and auditing.

14 f. Methodology for detecting and correcting offenses.

15 g. Methodology/Procedure for enforcing disciplinary standards.

16 3. ~~3.~~ If CONTRACTOR ~~elects to adhere~~ does not provide proof of its own
 17 Compliance program to HCA's ADMINISTRATOR, CONTRACTOR shall acknowledge to comply
 18 with ADMINISTRATOR's Compliance Program and Code of Conduct; the CONTRACTOR shall
 19 submit to the ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement
 20 a signed acknowledgement that CONTRACTOR shall comply with HCA's ADMINISTRATOR's
 21 Compliance Program and Code of Conduct.

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

1 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 2 CONTRACTOR's ~~Compliance Program and Code of Conduct contains~~ compliance program, code of
 3 ~~conduct and any Compliance related policies and procedures contain~~ all required elements,
 4 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 5 CONTRACTOR's ~~Compliance Program, Code~~ compliance program, code of ~~Conduct and~~ conduct,
 6 related policies and procedures ~~and contact information for the ADMINISTRATOR's Compliance~~
 7 ~~Program.~~

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

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

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

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

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

1 Agreement.

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

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

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

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

26 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
27 Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered
28 Individuals.

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

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

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

37 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide

1 copies of training certification upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

36 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
 37 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to

1 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
 2 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
 3 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR's right to terminate this
 4 Agreement on the basis of such default.

5 **V. CONFIDENTIALITY**

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

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

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

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

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

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

33 **VI. COST REPORT**

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

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 Aggregate Maximum
 33 Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall
 34 not claim 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)

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

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

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

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

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

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

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

32 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

26 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
27 prior written consent of COUNTY.

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

34 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
35 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
36 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
37 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR

1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
2 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

31
32 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

33 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
34 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
35 and consultants performing work under this Agreement meet the citizenship or alien status requirements
36 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
37 subcontractors, and consultants performing work hereunder, all verification and other documentation of

1 employment eligibility status required by federal or state statutes and regulations including, but not
 2 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 3 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 4 covered employees, subcontractors, and consultants for the period prescribed by the law.

5 X. EQUIPMENT

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

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

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

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

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

36 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
 37 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,

1 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
2 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

10 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.

11
12 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

18 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
19 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
20 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
21 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
22 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
23 services, staffing, facilities or supplies.

24
25 **XII. INDEMNIFICATION AND INSURANCE**

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

36 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
37 required insurance at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all

1 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 2 Agreement have been complied with ~~and~~. CONTRACTOR agrees to ~~maintain~~ keep such insurance
 3 coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term
 4 of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR
 5 pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth
 6 herein for CONTRACTOR.

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

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

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

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

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

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

35 F. QUALIFIED INSURER

36 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 37 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current

1 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
2 but not mandatory, that the insurer be licensed to do business in the state of California (California
3 Admitted Carrier).

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

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

	<u>Coverage</u>	<u>Minimum Limits</u>
10 11 12 13	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
14 15 16	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
17 18	Workers' Compensation	Statutory
19 20	Employers' Liability Insurance	\$1,000,000 per occurrence
21 22	Network Security & Privacy Liability	\$1,000,000 per claims made
23 24 25	Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
26 27	Sexual Misconduct Liability	\$1,000,000 per occurrence

28
29 H. REQUIRED COVERAGE FORMS

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

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

34 I. REQUIRED ENDORSEMENTS –

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

37 a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13

1 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
 2 employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS
 3 **REQUIRED BY WRITTEN AGREEMENT.**

4 2 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
 5 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
 6 insurance maintained by the County of Orange shall be excess and non-contributing.

7 2. The Network Security and Privacy Liability policy shall contain the following
 8 endorsements which shall accompany the Certificate of Insurance:

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

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

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

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

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

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

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

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

35 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 36 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
 37 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall

1 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
 2 Agreement by COUNTY.

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

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

8 **R. SUBMISSION OF INSURANCE DOCUMENTS**

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

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

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

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

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

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

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

32 **XIII. INSPECTIONS AND AUDITS**

33 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 34 of the State of California, the Secretary of the United States Department of Health and Human Services,
 35 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 36 access to any books, documents, and records, including but not limited to, financial statements, general
 37

1 ledgers, relevant accounting systems, medical and **PARTICIPANT** **Client** records, of CONTRACTOR
 2 that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or
 3 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of
 4 retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such
 5 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
 6 Agreement, and the premises in which they are provided.

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

11 C. AUDIT RESPONSE

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

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

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

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

33 **XIV. LICENSES AND LAWS**

34 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 35 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 36 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 37

1 required by the laws, regulations and requirements of the United States, the State of California,
 2 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
 3 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
 4 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
 5 and exemptions. Said inability shall be cause for termination of this Agreement.

6 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 30 1. ARRA of 2009.
- 31 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 32 3. CCC §§1798.80 through 1798.84, Customer Records.
- 33 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 34 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
 35 Security.
- 36 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
 37 Master Plans.

- 1 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 2 8. HSC, §11876, Narcotic Treatment Programs.
- 3 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 4 10. Code of Federal Regulations, Title 42, Public Health.
- 5 11. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 6 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 7 13. 41 CFR 50, Public Contracts and Property Management.
- 8 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 9 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 10 prevention and treatment block grants and/or projects for assistance in transition from
- 11 homelessness grants.
- 12 16. 45 CFR 93, New Restrictions on Lobbying.
- 13 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 14 18. 45 CFR 96.132, Additional Agreements.
- 15 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 16 20. 45 CFR 160, General Administrative Requirements.
- 17 21. 45 CFR 162, Administrative Requirements.
- 18 22. 45 CFR 164, Security and Privacy.
- 19 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 20 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 21 25. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 22 Contracting and Financial Transactions.
- 23 26. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 24 National Institute on Drug Abuse.
- 25 27. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 26 Administration.
- 27 28. 42 USC §290dd-2, Confidentiality of Records.
- 28 29. 42 USC §1320(a), Uniform reporting systems for health services facilities and
- 29 organizations.
- 30 30. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 31 31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 32 32. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 33 33. 42 USC §2000d, Civil Rights Act of 1964.
- 34 34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 35 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 36 Federal Awards.
- 37 35. U.S. Department of Health and Human Services, National Institutes of Health (NIH),

Grants Policy Statement (10/13).

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

37. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.

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

39. Trafficking Victims Protection Act of 2000, specifically section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702.

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

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

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XVI. MAXIMUM OBLIGATION

A. The ~~Total~~ Aggregate Maximum Obligation of COUNTY for services provided in accordance with ~~this Agreement, and the separate Maximum Obligations~~ all agreements for ~~period under this Agreement,~~ Services during Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement, ~~except as allowed for in Subparagraph B. below.~~ 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 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.

XVII. 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.

XVIII. 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
33 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state
34 law and 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 **PARTICIPANT** Client or potential **PARTICIPANT** Client any service, benefit, or

1 accommodation.

2 2. Providing any service or benefit to a **PARTICIPANT** Client which is different or is provided
3 in a different manner or at a different time from that provided to other **PARTICIPANTS** Clients.

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

6 4. Treating a **PARTICIPANT** Client differently from others in satisfying any admission
7 requirement or condition, or eligibility requirement or condition, which individuals must meet in order
8 to be 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 **PARTICIPANTS** Clients through a written statement that CONTRACTOR's and/or subcontractor's
12 **PARTICIPANTS** Clients 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
17 **PARTICIPANTS** Clients not able to resolve such problems at the point of service.
18 **PARTICIPANTS** Clients may initiate a grievance or complaint directly with CONTRACTOR either
19 orally or in writing.

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

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

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

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

XIX. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

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

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

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

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

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

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

XX. NOTIFICATION OF DEATH

21
22
23 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
24 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

33 2. WRITTEN NOTIFICATION

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

37 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 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

9
 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 ~~PARTICIPANTS~~ 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 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

18
 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, which include but are not limited to:

- 22 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),
- 23 75055(a), 75343(a), and 77143(a).
- 24 2. State of California, Department of Health Care Services ASRS Manual.
- 25 3. State of California, Department of Health Care Services DPFS Manual.
- 26 4. California Health and Safety Code §123145.
- 27 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

33 C. CONTRACTOR's ~~participant, PARTICIPANT~~ Client, client, and/or patient records shall be
 34 maintained in a secure manner. CONTRACTOR shall maintain ~~participant, PARTICIPANT~~ Client,
 35 client, and/or patient records and must establish and implement written record management procedures.

36 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
 37 commencement of the contract, unless a longer period is required due to legal proceedings such as

1 litigations and/or settlement of claims.

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

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

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

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

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

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

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

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

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

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

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

28 J. CONTRACTOR shall retain all ~~PARTICIPANT~~Client and/or patient medical records for seven
29 (7) years following discharge of the ~~PARTICIPANT~~Client and/or patient, with the exception of non-
30 emancipated minors for whom records must be kept for at least one (1) year after such minors have
31 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
32 longer.

33 **XXIII. RESEARCH AND PUBLICATION**

34 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
35 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or
36 for publication.
37

XXIV. REVENUE

1
2 A. **PARTICIPANT CLIENT** FEES – CONTRACTOR shall charge a fee to
3 **PARTICIPANTS Clients** to whom services are provided pursuant to this Agreement, their estates and
4 responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee
5 shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of
6 services provided. No person shall be denied services because of an inability to pay.

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

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

XXV. SEVERABILITY

17
18 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
19 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
20 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
21 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
22 in full force and effect, and to that extent the provisions of this Agreement are severable.
23

XXVI. SPECIAL PROVISIONS

24
25 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
26 purposes:
27

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

subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

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

8. Severance pay for separating employees.

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

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

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

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

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

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

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

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 ~~PARTICIPANT~~ 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 ~~PARTICIPANTS~~ 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.

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XXVII. 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.

XXVIII. TERM

A. ~~The~~ 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 Referenced 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.

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

XXIX. TERMINATION

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

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

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

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

1 another entity without the prior written consent of COUNTY.

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

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

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

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

12 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

37 5. Assist ADMINISTRATOR in effecting the transfer of **PARTICIPANTS** Clients in a manner

1 consistent with **PARTICIPANT's** Client's best interests.

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

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

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

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

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

18 **XXX. THIRD PARTY BENEFICIARY**

19 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
20 including, but not limited to, any subcontractors or any **PARTICIPANTs** Clients provided services
21 pursuant to this Agreement.
22

23 **XXXI. WAIVER OF DEFAULT OR BREACH**

24 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
25 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
26 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
27 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
28 Agreement.
29

30 //
31 //
32 //
33 //
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 «UC_NAME»

5
6
7 BY: - _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: - _____ DATED: _____

13
14 TITLE: _____

15
16
17
18
19 COUNTY OF ORANGE

20
21
22 BY: - _____ DATED: _____

23 HEALTH CARE AGENCY

24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY:- _____ DATED: _____

32 DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 SUBSTANCE USE DISORDER RESIDENTIAL OPIATE TREATMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 **“PROVIDER”**
 8 «UC_NAME»
 9 JULY 1, 2015~~2017~~ THROUGH JUNE 30, 2017~~2019~~

10
 11 **I. BUDGET COMMON TERMS AND DEFINITIONS**

12 A. ~~The parties agree~~ COUNTY shall pay CONTRACTOR in accordance with the Payments
 13 Paragraph _____ in this
 14 Exhibit A to the Agreement and the following terms and definitions, and to those terms and
 15 definitions ~~budgets~~, which, for convenience, are set forth elsewhere in this Agreement.

16 ~~1. ASAM also called ASAM PPC means American Society of Addiction Medicine Patient~~
 17 ~~Placement Criteria used to assess level of care.~~

18 ~~2. Bed Day means one (1) calendar day during which CONTRACTOR provides residential~~
 19 ~~treatment services as described in Exhibit A of the Agreement. (this is further discussed in Ex A.)~~

20 ~~for informational purposes only and~~ 3. ~~CalOMS means the California Outcomes~~
 21 ~~Measurement System (CalOMS) which is a statewide Participant-based data collection and outcomes~~
 22 ~~measurement system as required by the State to effectively manage and improve the provision of~~
 23 ~~treatment services at the State, COUNTY, and provider levels.~~

24 ~~4. PARTICIPANT Evaluation of Self at Intake (CESI) and PARTICIPANT Evaluation of Self~~
 25 ~~and Treatment (CEST) are self administered survey instruments designed to assess Participants’~~
 26 ~~motivation for change engagement in treatment, social and peer support, and other psychosocial~~
 27 ~~indicators of progress in recovery.~~

28 ~~5. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that~~
 29 ~~operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a~~
 30 ~~psychiatric crisis and need immediate evaluation. PARTICIPANTs receive a thorough psychiatric~~
 31 ~~evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a~~
 32 ~~designated outpatient facility, the CSU may evaluate and treat PARTICIPANTs for no longer than 23~~
 33 ~~hours.~~

34 ~~6. DATAR means the Drug Abuse Treatment Access Report as required by the State~~
 35 ~~Department of Alcohol and Drug Programs.~~

36 ~~7. Graduation or Participant Completion means the completion of the residential treatment~~
 37 ~~(recovery) program whereby the Participant has successfully completed all goals and objectives for all~~

1 ~~phases and length of treatment authorized~~ be adjusted by mutual agreement, in writing, by
 2 ADMINISTRATOR and ~~documented in the Participant's treatment plan.~~

3 ~~8. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR~~
 4 ~~staff in which specific information about the Participant is gathered including the ability to pay and~~
 5 ~~standard admission forms pursuant to this Agreement.~~

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

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

14 ~~11. NIATx is a model for improving business process.~~

15 ~~12. Participant means a person who has alcohol and/or other drug related substance use~~
 16 ~~disorder, for whom a COUNTY approved intake and admission for residential services as appropriate~~
 17 ~~have been completed pursuant to this Agreement.~~

18 ~~13. Program Protocol means the written program description, goals, objectives, and policies~~
 19 ~~established by CONTRACTOR for the residential treatment program provided pursuant to this~~
 20 ~~Agreement.~~

21 ~~14. Residential Treatment means alcohol and other drug treatment services that are provided to~~
 22 ~~Participants at a 24 hour residential program. Services are provided in an alcohol and drug free~~
 23 ~~environment and support recovery from alcohol and/or other drug related problems. These services~~
 24 ~~shall be provided in a non-medical residential setting that has been licensed and certified by the State of~~
 25 ~~California, Department of Health Care Services.~~

26 ~~15. Resocialization means applying and continuing treatment activities designed to assist~~
 27 ~~Participants in residential services in working on personal issues, cultivate support systems, and seek~~
 28 ~~and/or obtain educational/vocational and/or volunteer opportunities.~~

29 ~~16. Structured Activities means services including therapeutic and non-therapeutic activities~~
 30 ~~designed to meet treatment goals.~~

31 ~~a. Therapeutic Activity means activities such as individual counseling, groups and self-~~
 32 ~~help groups, but excludes chores and recreational activities. These activities shall incorporate best~~
 33 ~~practices and evidence based approaches.~~

34 ~~b. Non-therapeutic Activity includes work, school, and volunteer hours outside the~~
 35 ~~facility, chores, and recreation and socialization activities.~~

36 ~~17. Substance Use Disorder means condition in which the use of one or more substances~~
 37 ~~leads to a clinically significant impairment or distress per the DSM.~~

1 ~~18. Token means the security device which allows an individual user to access the HCA~~
 2 ~~computer based IRIS.~~

3 ~~19. Unit of Service means one (1) calendar day during which services are provided to a~~
 4 ~~Participant pursuant to this Agreement. The day of admission shall be included; the day of discharge~~
 5 ~~shall be excluded. If both admission and discharge occur on the same day, the day shall be considered a~~
 6 ~~day of admission and counts as a full day.~~

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

9
 10 **H. BUDGET**

11 ~~A. The following budget, for each period of the Agreement, is set forth for informational purposes~~
 12 ~~only.~~

14 ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
15 Salaries	\$ xx,xxx		
16 Benefits	x,xxx		
17 Services and Supplies	<u>x,xxx</u>		
18 SUBTOTAL ADMINISTRATIVE COST	\$ xx,xxx		
19			
20 PROGRAM COST			
21 Salaries	\$ xx,xxx		
22 Benefits	xx,xxx		
23 Services and Supplies	xx,xxx		
24 Subcontracts			<u>x,xxx</u>
25 SUBTOTAL PROGRAM COST	\$xxx,xxx		
26			
27 TOTAL COST	\$xxx,xxx		
28			
29 REVENUE			
30 Resident <u>Client Fees</u>	\$ x,xxx		
31 Food Stamps <u>Stamp</u>	x,xxx		
32 Donations <u>Donation</u>	<u>x,xxx</u>		
33 TOTAL REVENUE	\$ x,xxx		
34			
35 MAXIMUM OBLIGATION	\$xxx,xxx		
36			

37 B. Any increases or decreases to the budget must be approved, in advance and in writing, by

ADMINISTRATOR.

C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request (s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

D. CFDA Information

1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number and associated information for federal funds paid through this Agreement are specified below:

CFDA No.: 93.959
Program Title: Block Grants for Prevention and Treatment of Substance Abuse
Federal Agency: Department of Health and Human Services
Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

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

3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

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

II. COMMON TERMS AND DEFINITIONS. PAYMENTS

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

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

2. Bed Day means one (1) calendar day during which CONTRACTOR provides substance use disorder residential opiate treatment services as described in Exhibit A of the Agreement. A Bed Day

1 will include the day of admission; but, not the day of discharge. If admission and discharge occur on the
2 same day, one (1) Bed Day will be charged.

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

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

9 5. Client means a person who has been admitted for services.

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

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

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

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

21 10. IRIS is a collection of applications and databases that serve the needs of programs within
22 HCA and includes functionality such as registration and scheduling, laboratory information system,
23 invoices and reporting capabilities, compliance with regulatory requirements, electronic medical records
24 and other relevant applications.

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

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

30 13. NIATx is a set of objectives used to measure the effectiveness of the treatment program.

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

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

16. Resocialization/Re-Entry means applying and continuing treatment activities designed to assist Clients in working on personal issues, cultivate support systems, and seek and/or obtain education/vocational and/or volunteer opportunities.

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

18. Structured Activities means services including Therapeutic Activity and Non-Therapeutic Activity designed to meet treatment goals.

a. Therapeutic Activity means activities such as individual counseling, groups and self-help groups, but excludes chores and recreational activities. These activities shall incorporate best practices and evidence-based approaches.

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

19. SUD means a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5).

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

21. Unit of Service means one (1) calendar day during which services are provided to a Client pursuant to this Agreement. A day in which a Client is absent for a CONTRACTOR-sanctioned overnight pass may also be included as a Unit of Service.

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

III. 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 this Agreement.

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

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

1. State Licensure and Certification

2. Business License

- 1 3. Conditional Use Permit (if applicable)
- 2 4. Fire clearance
- 3 5. Client rights
- 4 6. Grievance procedure
- 5 7. Employee Code of Conduct
- 6 8. Evacuation floor plan
- 7 9. Equal Employment Opportunity notices
- 8 10. Name, address, telephone number for fire department, crisis program, local law
- 9 enforcement, and ambulance service.

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

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

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

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

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

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

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

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

35 I. 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. Sign in logs;
- 2. Visitation hours; and
- 3. Designated visiting areas at the Facility

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

- 1. Admission
- 2. Housing arrangement
- 3. Bathroom privacy
- 4. Drug testing

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

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

M. 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 that 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 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.
- d. Tokens malfunctioning.

//

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

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

6 IV. PAYMENTS

7
8 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
9 of providing the services described hereunder, less revenues which are actually received by
10 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,
11 state, and federal regulations. Non-compliance will require the completion of CAPs by
12 CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR,
13 payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide
14 services due to non-compliance with licensure and/or certification standards of the State,
15 ~~County~~ COUNTY or OCPD, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation
16 proportionate to the length of time that CONTRACTOR is ineligible to provide services.

17 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
18 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
19 the total of such payments shall not exceed the COUNTY's Aggregate Maximum Obligation.
20 CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall
21 provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth
22 (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY
23 no later than ~~twenty-one (21)~~ thirty (30) calendar days after receipt of the correctly completed
24 ~~invoices~~ invoice form.

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

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

33 ~~— E. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue~~
34 ~~Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR~~
35 ~~may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.~~

36 ~~— F.~~ E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to
37 comply with any provision of this Agreement.

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

3 ~~HG.~~ In conjunction with Subparagraph ~~III.A. of this Exhibit A to the Agreement, units of~~
4 ~~service~~ above, CONTRACTOR shall not ~~be entered in~~ enter Units of Service into the COUNTY IRIS
5 system for services not rendered. If such information has been entered, CONTRACTOR shall make
6 corrections ~~will be made~~ within ten (10) calendar days from notification ~~of~~ by ADMINISTRATOR.

7 ~~IH.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
8 ~~Payment~~ Payments Paragraph of this Exhibit A to the Agreement.

9
10 **V. RECORDS**

11 ~~— A. PARTICIPANT RECORDS — CONTRACTOR shall maintain adequate records in accordance~~
12 ~~with the COUNTY Substance Use Disorder Treatment Services Administration Guidelines on each~~
13 ~~individual Participant in sufficient detail to permit an evaluation of services, which shall include, but~~
14 ~~need not be limited to:~~

15 ~~A — 1. ADMINISTRATOR’s Treatment Authorization form for Residential Treatment~~
16 ~~services.~~

17 ~~— 2. ASAM, shall be completed by CONTRACTOR prior to admission of Participant.~~

18 ~~— 3. Treatment plans shall be documented in the Participant’s record within fourteen (14)~~
19 ~~calendar days from date of admission.~~

20 ~~— 4. An admission record shall include documentation that residential services are appropriate~~
21 ~~for the Participant. Such documentation, made within seven (7) calendar days of admission, shall~~
22 ~~include a comprehensive psychosocial assessment.~~

23 ~~— B. FINANCIAL RECORDS — CONTRACTOR shall prepare and maintain accurate and complete~~
24 ~~financial records of its costs and operating expenses. Such records shall reflect the actual costs of the~~
25 ~~type of service for which payment is claimed in accordance with generally accepted accounting~~
26 ~~principles.~~

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

30 2. CONTRACTOR shall account for funds provided through this Agreement separately from
31 other funds, and maintain a clear audit trail for the expenditure of funds.

32 ~~— 3. B. CLIENT FEES — The Participant Client eligibility determination and fee charged to and~~
33 ~~collected from Participants Client, according to the COUNTY approved sliding scale fee schedule,~~
34 ~~together with a record of all invoices rendered and revenues received from any source on behalf of~~
35 ~~Participants Client treated pursuant to this Agreement, must be reflected in CONTRACTOR’s financial~~
36 ~~records.~~

37 ~~— 4. COUNTY SLIDING FEE SCALE — CONTRACTOR shall utilize the sliding fee scale~~

provided by ADMINISTRATOR. CONTRACTOR must have a policy describing the collection of Participant Client fees. No Participant 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 Participant's Client's failure to make a reasonable effort to pay their the assessed fee is cause for termination of services.

D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual Client in sufficient detail to permit an evaluation of services, which shall include, but not be limited to:

1. ADMINISTRATOR's Treatment Authorization Form for Residential Treatment Services.
2. Treatment plans which shall be documented in the Client's record within fourteen (14) calendar days from the date of admission.
3. An admission record which shall include documentation that Residential Treatment Services for substance use disorders are appropriate for the Client. Such documentation shall include a completed ASAM criteria indicating appropriate level of care for Client, and a comprehensive psychosocial assessment.

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

VI. 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. These monthly programmatic reports should be ~~received by~~ submitted to ADMINISTRATOR no later than the tenth (10th) 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 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. FISCAL

1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement. ~~The CONTRACTOR shall submit these reports shall be received by ADMINISTRATOR~~ no later than ~~fifteen (15)~~ twenty (20) calendar days ~~of the month~~ following the ~~report~~ end of the month reported.

2. CONTRACTOR shall submit ~~monthly~~ Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,

ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR’s program(s) or cost center(s) described in the Services Paragraph of Exhibit A to ~~this~~the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and Revenue Reports.

C. MONTHLY IRIS – CONTRACTOR shall ~~participate~~input all Units of Service provided in COUNTY’s IRIS ~~and input all IRIS and CalOMS data~~database for the preceding month no later than the fifth (5th) calendar day of the month following the report month. ~~CONTRACTOR shall correct and submit all errors from the CalOMS Feedback and Error Report via IRIS within seven (7) calendar days of receipt of the report. CalOMS discharges shall be entered no later than seven (7) calendar days after Participant’s discharge.~~

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

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

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

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

VII. SERVICES

A. FACILITY – CONTRACTOR shall operate licensed and certified substance use disorder residential ~~treatment program to include services~~programs in accordance with the standards established by ~~the County~~COUNTY and the State within the specifications stated below, unless otherwise authorized by the ADMINISTRATOR. CONTRACTOR shall provide ~~the Substance Use Disorder~~substance use disorder Residential Opiate Treatment Services within a licensed and certified facility. ~~Such a facility shall be located at the following location, or at any other location approved, in advance and in writing, by ADMINISTRATOR.~~

«FAC1_ADDR»

«FAC1_CSZ»

1 residential substance use disorder treatment Facility. Facility must acquire ASAM designation from
2 DHCS. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain
3 regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the
4 year. Services shall be provided at the following locations, or at any other location approved in
5 advance, in writing, by ADMINISTRATOR:

6
7 «RES_FAC1_STREET» «RES_FAC2_STREET»
8 «RES_FAC1_CITY_ST_ZIP» «RES_FAC2_CITY_ST_ZIP»
9

10 B. PERSONS TO BE SERVED

11 1. CONTRACTOR shall serve adults, referred to CONTRACTOR by HCA, age eighteen (18)
12 years and older who have opiate SUD, and may be on ~~medication-assisted treatment (MAT)~~ such as, but
13 not limited to, suboxone and methadone. ~~PARTICIPANT~~CLIENT must meet the ASAM criteria for
14 admission for residential treatment.

15 C. UNITS OF SERVICE

16 1. CONTRACTOR shall provide a minimum of «RES_UOS» Residential Treatment Units of
17 Service for Clients.

18 2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the
19 Units of Service set forth in Subparagraph VI.C.1. of this Exhibit A to the Agreement

20 D. ~~ADMISSIONS FOR RESIDENTIAL SERVICES~~

21 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
22 with the program's rules and regulations. Said persons shall include persons ~~living with chronic disease,~~
23 ~~as well as persons~~ with a concurrent diagnosis of mental illness, i.e., those identified as having a -co-
24 occurring ~~disorder~~diagnosis. Persons ~~diagnosed~~ with a co-occurring ~~disorder and others~~disorders who
25 require prescribed medication shall not be precluded from acceptance or admission solely based on their
26 licit use of prescribed medications. Persons having a concurrent diagnosis of mental illness will be
27 served in accordance with Federal Substance Abuse Prevention and Treatment Block Grant Program
28 requirements and COUNTY guidelines.

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

33 3. Admission Policy – CONTRACTOR shall establish and make available to the public, a
34 written admission policy, which shall include, but not be limited to the following:

35 a. First priority for admission shall be given to pregnant opiate injection drug users (with
36 or without methadone treatment).

37 b. Second priority for admission shall be given to pregnant opiate users.

1 c. Third priority for admission shall be given to ~~opiate users who are being treated in a~~
 2 ~~COUNTY contracted methadone clinic or on suboxone under a physician's care~~ all other opiate injection
 3 drug users.

4 d. Fourth priority for admission shall be given to all other opiate ~~injection drug users.~~

5 ~~e. Fifth priority for admission shall be given to all other opiate~~ users not identified above.

6 ~~f.~~ CONTRACTOR shall notify ADMINISTRATOR once ~~Participant~~ Client is admitted.

7 4. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county
 8 regulations.

9 ~~5. CONTRACTOR shall only admit an individual approved by ADMINISTRATOR upon~~
 10 ~~receiving the Treatment Authorization form.~~

11 ~~6. CONTRACTOR shall grant priority in admissions to persons referred by~~
 12 ~~ADMINISTRATOR.~~

13 5. Prior to admission, CONTRACTOR shall fax or send in secured email a request for
 14 treatment authorization to ADMINISTRATOR, for an individual who fulfills the criteria in accordance
 15 to Subparagraph VI.B. above. ADMINISTRATOR will authorize the individual's admission to
 16 treatment by sending the treatment authorization to the CONTRACTOR. CONTRACTOR shall not
 17 admit any individual into program without prior approval by ADMINISTRATOR. Within one business
 18 day of Client's admission, CONTRACTOR shall fax a completed treatment authorization containing
 19 date of admission and CONTRACTOR signature to ADMINISTRATOR.

20 6. CONTRACTOR shall maintain a list of individuals who have requested SUD residential
 21 treatment services and for whom a treatment authorization request has been submitted to the county
 22 residential placement coordinator.

23 7. CONTRACTOR shall have the right to refuse admission of a person only in accordance
 24 with its written ~~admission policy~~ Admission Policy; provided, however, CONTRACTOR shall
 25 comply ~~complies~~ with the Nondiscrimination provisions of this Agreement.

26 ~~8. All persons who are not immediately admitted into treatment shall be referred to~~
 27 ~~interim services.~~

28 ~~9. CONTRACTOR shall discharge Participants who are away from the facility for more than~~
 29 ~~seven (7) days, unless authorized by ADMINISTRATOR.~~

30 D. INTERIM SERVICES – All persons who are not admitted into a ~~residential program~~ Residential
 31 Treatment Services shall be provided or referred to Interim Services by CONTRACTOR. Interim
 32 Services shall be provided until an individual is admitted to a substance abuse treatment program. The
 33 purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the
 34 individual, and ~~whose names are on the waiting list for admission, shall be offered interim services.~~

35 Interim services shall consist of: reduce the risk of transmission of disease. At a minimum, Interim
 36 Services include counseling and education about HIV and ~~TB counseling, voluntary testing,~~ about the
 37 risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can

1 be taken to ensure that HIV and TB transmission does not occur, as well as referral for ~~medical~~
2 ~~evaluation, HIV or TB treatment services~~ if appropriate; and ~~HIV education, HIV risk assessment and~~
3 ~~disclosure counseling and voluntary confidential HIV antibody testing.~~ necessary. CONTRACTOR
4 shall provide Clients, especially opiate users, with drug overdose education/information. For pregnant
5 women, ~~interim services shall~~ Interim Services also ~~include~~ includes counseling on the effects of alcohol
6 and ~~drugs~~ drug use on the ~~developing~~ fetus; and, as well as referral ~~to~~ for prenatal ~~medical care services.~~
7 ~~Interim services may be provided directly or by referral to the COUNTY or another appropriate provider~~
8 ~~and given to prospective Participant within 48 hours.~~ Provision of ~~interim services~~ Interim Services
9 shall be documented on the DATAR and reported monthly to the State.

10 — E. UNITS OF SERVICE

11 — 1. ~~CONTRACTOR shall provide a minimum of xxxxxxxxxxxxxxxxxxxx (x,xxx) residential~~
12 ~~treatment Units of Service.~~

13 — 2. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to adjust the~~
14 ~~Units of Service set forth in Subparagraph 1, above.~~

15 F. ~~RESIDENTIAL RECOVERY SERVICES~~

16 1. ~~CONTRACTOR shall provide a xxx (x) to Clients a «RES_FAC_BED_CAP» bed alcohol~~
17 ~~and drug-free residential treatment program in a facility with a total licensed occupancy capacity of~~
18 ~~xxxxxx (xx) beds to adult male and female Participants in a safe supportive environment. of no more~~
19 ~~than ninety (90) calendar days without prior approval in writing by ADMINISTRATOR.~~

20 2. Co-Occurring Disorders: ~~CONTRACTOR shall provide a program no less than thirty (30)~~
21 ~~calendar days and no more than ninety (90) calendar days unless approved in writing by~~
22 ~~ADMINISTRATOR. Each Participant shall be restricted to the premises of the facilities listed within~~
23 ~~the Agreement for the first thirty (30) calendar days of the program. Exceptions for restriction to the~~
24 ~~premises shall be allowed for medical, mental health/substance use appointments and/or emergencies.~~
25 ~~Uninsured Participants shall be provided assistance in securing Affordable Health Care benefits.~~
26 ~~Residential Recovery program shall consist of the following:~~

27 — 1. ~~Co-Occurring Disorders~~ — ~~CONTRACTOR shall provide~~ rehabilitative and recovery
28 services to ~~Participants~~ Clients with co-occurring disorders and ensure that such services address the
29 relationship between the two diagnoses throughout treatment. ~~Persons having a concurrent diagnosis of~~
30 ~~mental illness will be served in accordance with Federal Substance Abuse Prevention and Treatment~~
31 ~~Block Grant Program requirements and COUNTY guidelines.~~

32 — 2 — 3. Each Client shall be restricted to the premises of the facilities listed within the
33 Agreement for a minimum of fourteen (14) calendar days of the program, and CONTRACTOR shall not
34 encourage Clients to seek employment opportunities during this time. Exceptions for restriction to the
35 premises shall be allowed for medical, outside meetings, mental health/substance use appointments
36 and/or emergencies. Uninsured Clients shall be provided assistance in securing Affordable Health Care
37 benefits. CONTRACTOR shall discharge Clients who are away from the facility for more than three

1 (3) calendar days, unless authorized by ADMINISTRATOR.

2 ~~4. Screening – Prior to admission, CONTRACTOR shall fax or send in secured email a~~
 3 ~~request for treatment authorization to ADMINISTRATOR, for an individual who fulfills the criteria in~~
 4 ~~accordance to Subparagraph VI.B.1.. ADMINISTRATOR will approve the individual's program~~
 5 ~~appropriate placement by faxing the treatment authorization to the CONTRACTOR. CONTRACTOR~~
 6 ~~shall not admit any individual into program without approval by ADMINISTRATOR. Upon~~
 7 ~~Participant's admission, CONTRACTOR shall fax a completed treatment authorization on a form~~
 8 ~~approved by ADMINISTRATOR containing date of admission and CONTRACTOR signature to~~
 9 ~~ADMINISTRATOR within one (1) business day. CONTRACTOR shall complete an ASAM on all~~
 10 ~~Participants. ASAM must identify that residential services is the appropriate level of care and placed in~~
 11 ~~the Participants chart.~~

12 ~~3 Residential Treatment program shall consist of the following:~~

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

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

20 ~~a. 1) Overview of Program structure and schedules~~

21 ~~b. 2) Program rules and regulations~~

22 ~~3) c. Policies regarding Participant Client fees~~

23 ~~d. Participant 4) Client rights~~

24 ~~e. 5) Assignment of a counselor~~

25 ~~f. 6) Staff Code of Conduct~~

26 ~~g. 7) Continuing care Care services~~

27 ~~c. 4. Assessment – Within seven (7) calendar days of admission,~~
 28 ~~CONTRACTOR shall provide a standardized, comprehensive risk and needs assessment on each~~
 29 ~~Participant Client which assess assesses both alcohol/drug use abuse history, family history, mental and~~
 30 ~~emotional status, legal status, educational and vocational background as well as daily living skills, stress~~
 31 ~~management, literacy, employment, education, and money management. Assessment tools shall be co-~~
 32 ~~occurring capable, meet best practice standards and may include ASI, CaOMS Addiction Severity~~
 33 ~~Index, or other assessment tools that are approved by ADMINISTRATOR and completed and signed by~~
 34 ~~staff and Participant.~~

35 ~~5 d. CESI/CEST – CONTRACTOR shall have all Clients complete the CESI at the time of~~
 36 ~~intake. The CEST shall be completed at mid-point and at completion, and information incorporated in~~
 37 ~~the formulation of treatment plan.~~

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

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

3) CONTRACTOR shall adhere to all COUNTY CESI and CEST, reporting, 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.

e. Treatment Plan – CONTRACTOR shall ~~collaboratively~~ develop an individualized ~~PARTICIPANT-centered~~ treatment plan with each ~~Participant~~ Client within fourteen (14) calendar days of admission ~~into the Program, which~~. The client-centered treatment plan shall be based upon the ~~Participant's~~ Client's needs identified in the assessment process. ~~Each treatment plan~~ and shall include goals and objectives with specific measurable tasks outlining what the Client is to complete. CONTRACTOR and Client shall collaborate on a treatment plan that shall include identification of a minimum of three (3) problem areas. ~~Each problem area shall include:~~ including a drug and/or alcohol problem, long ~~term~~ 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 ~~recovery~~/treatment plan, ~~Participants~~ Clients will be actively involved in outside activities. ~~Participants'~~ Clients' treatment/~~recovery goals~~ plan shall clearly outline the expectations, responsibilities and steps taken to successfully ~~to successfully complete program~~ earn Resocialization/Re-Entry privileges. Every fourteen (14) calendar days, CONTRACTOR shall review with the ~~Participant~~ Client, and document in the progress notes, the ~~Participant's~~ Client's progress on the treatment plan. ~~CONTRACTOR shall update the treatment plan no later than ninety (90) calendar days after signing the initial treatment plan, and when there is a change in problem identification, or focus of recovery or treatment occurs.~~

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

a. 1) Individual Counseling – CONTRACTOR shall provide individual counseling to ~~Participants~~ Clients.

b. 2) Group Counseling – CONTRACTOR shall provide counseling and intervention within a group setting to ~~Participants~~ Clients. Group interventions and activities may include, but are not limited to, process groups, seminars and educational groups, ~~relapse prevention groups~~, house and community group meetings, ~~self-help meetings~~ and practical life and social skills.

e. 3) Self Help Meetings – CONTRACTOR shall provide access and ~~balanced~~

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

7 ~~g.~~ g. ~~Structured Non-therapeutic~~Therapeutic Activities – ~~Contractor~~CONTRACTOR shall
 8 provide a minimum of six (6) hours of structured ~~non-therapeutic activity~~Non-Therapeutic Activity per
 9 week that includes work, school, and volunteer hours outside the ~~facility~~Facility, chores, and recreation
 10 and socialization activities. ~~Recreational and socialization activities~~Activities may include, but ~~are not~~
 11 ~~be~~ limited to:

12 ~~a. Teach~~ 1) Teaching the concepts of rules, teamwork and sportsmanship.

13 ~~b. Provide~~ 2) Providing guidance on use of recreational or leisure time.

14 8. h. Treatment Activities:

15 ~~a.~~ 1) CONTRACTOR shall design ~~treatment activities~~Treatment Activities to interrupt
 16 negative alcohol or other drug abuse factors, address denial and personal/behavioral issues, and assist
 17 the ~~Participant's~~Client's adjustment to a sober environment.

18 ~~_____ b.~~ 2) CONTRACTOR shall include within the ~~Participant's~~Client's
 19 Treatment Plan ~~PARTICIPANT~~client-centered goals and objectives with specific measurable tasks
 20 outlining what the ~~Participant~~Client is to complete prior to ~~successful completion of the~~advancing to
 21 ~~Resocialization/Re-Entry phase of treatment program.~~

22 i. Resocialization/Re-Entry

23 1) During Resocialization/Re-Entry, CONTRACTOR shall ~~not encourage Participants~~
 24 ~~to seek~~obtain documentation from Clients regarding efforts to obtain employment ~~opportunities during.~~

25 2) As part of the Resocialization/Re-Entry process, CONTRACTOR staff shall
 26 ~~finalize exit plans with~~ the ~~first thirty (30)~~Client.

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

30 9. j. Case Management – CONTRACTOR shall provide ~~case management~~Case
 31 ~~Management~~ services by contacting outside agencies and making referrals for services outside the scope
 32 of comprehensive substance ~~use disorder~~abuse services as identified in the ~~Participant's~~
 33 ~~treatment/recovery plan as necessary to the Participant's~~Client's recovery. Such concomitant services
 34 include academic education, vocational training, medical and dental treatment, pre- and post- counseling
 35 and testing for infectious diseases, legal assistance, job- search assistance, financial assistance,
 36 childcare, and self-help programs such as twelve (12)- step programs. Said linkages, referrals and
 37 follow-up are to be documented in the ~~Participant~~Client file.

10. k. Successful Completion – CONTRACTOR shall consider all ParticipantsClients to be graduated upon completion of all their residential treatment program in accordance with their Treatment Plan.plan goals.

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

1) Include a. ~~As part of the Transition/Exit planning process, CONTRACTOR staff shall finalize exit plans with the Participant.~~

b. ~~CONTRACTOR shall obtain documentation from Participants regarding efforts to obtain employment.~~

d. ~~A strategy or strategies~~ plan to assist the ParticipantClient in maintaining ancontinued alcohol and drug free lifestyle.

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

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

g. ~~CONTRACTOR shall provide linkage to outpatient treatment, support services such as~~

2) Address goals on the treatment plan

3) Include referrals to appropriate resources such as outpatient treatment, self-help groups, alumni groups, recovery maintenance services, social services, vocational rehabilitation services, vocational services, job training services, and/or other appropriate services, as needed.

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

a. 1) Reason for discharge

b. 2) Description of treatment episodes or recovery services

c. 3) Current ~~substance use~~ alcohol and/or drug usage at discharge

d. 4) Vocational and educational achievements

e. 5) Legal status

f. 6) Linkages and referrals made

g. ~~Participant's~~ 7) Clients comments

h. ~~Description~~ 8) A description of the Participant'sClient's goals and achievement

1 towards those goals as described in the ~~Participant's~~ Client's treatment plan.

2 14 n. Food and Other Services – CONTRACTOR shall provide a clean, safe environment,
3 toiletries, clean linen, ~~food service, storage, supervision of medication including take-home doses of~~
4 ~~methadone~~ and food service.

5 15 o. Support Services – CONTRACTOR shall provide housekeeping, which may be done
6 by Clients; laundry; access; and maintenance, ~~and arrangements for emergency and non-emergency~~
7 ~~medical services.~~

8 16 p. Collateral Services – CONTRACTOR shall provide, as appropriate ~~and documented in~~
9 ~~the Participant file~~, individual and group sessions for ~~Participant's~~ Client's family members ~~and/or~~
10 significant others, ~~but~~ excluding professionals such as ~~employer or doctor~~. ~~These services shall~~
11 ~~employers or doctors, to~~ address varied systems dynamics, which, could contribute to the
12 ~~Participant's~~ Client's relapse, and potential or actual ~~abuse~~ use. Collateral Services Service shall include
13 the ~~Participant~~ Client unless determined inappropriate by the ~~counselor~~ Counselor.

14 17 q. Health, Medical, Psychiatric, and Emergency Services:

15 ~~_____ a. _____~~ CONTRACTOR shall ensure that all persons admitted for ~~residential~~
16 ~~treatment~~ Residential Treatment services have a health questionnaire completed using form DHCS 5103
17 form, or may develop their own form provided it contains, at a minimum, the information requested in
18 the ~~DHCS5103~~ DHCS 5103 form.

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

21 a) CONTRACTOR shall review and approve the health questionnaire form prior
22 to ~~Participant's~~ Client's admission to the program. The completed health questionnaire shall be signed
23 and dated by CONTRACTOR ~~staff~~ and ~~Participant~~ Client.

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

25 2) CONTRACTOR shall, based on information provided by ~~Participant~~ Client on the
26 health questionnaire form, refer ~~Participant~~ Client to licensed medical professionals for physical and
27 laboratory examinations as appropriate.

28 a) CONTRACTOR shall obtain a copy of ~~Participant's~~ Client's medical clearance
29 or release prior to ~~Participant's~~ Client's admission to the program when applicable ~~(as listed in 17.a.2).~~

30 b) A copy of the referral and clearance shall be filed in the ~~Participant's~~
31 ~~record~~ Client's file.

32 ~~b. _____ c)~~ CONTRACTOR shall provide directly or by referral: ~~—~~HIV education,
33 voluntary, HIV antibody testing and risk assessment and disclosure counseling.

34 ~~_____ d) _____ e.~~ The programs shall have written procedures for obtaining medical
35 or psychiatric evaluation and emergency ~~and non-emergency~~ services.

36 ~~d. _____ e)~~ The programs shall post the name, address, and telephone number for the fire
37 department, a crisis ~~center~~ program, local law enforcement, and ~~a paramedical unit or~~ ambulance service.

~~e. COUNTY shall provide necessary medical care for Participants living with HIV infection.~~

f.) CONTRACTOR shall provide TB services ~~for programs, directly~~ to the ~~Participants or~~ Clients by referral, to the COUNTY or another appropriate provider. TB services shall be provided within seven (7) calendar days of admission. These TB services shall consist of the following:

1) Counseling with respect to TB;

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

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

~~18. r.~~ Transportation Services:

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

1) a) Ambulance transportation shall be used for services requiring immediate attention for a Participant Client 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.

2) b) When any Participant Client needs non-emergency transportation as identified in Subparagraph ~~18.b.r.2)~~ below, and CONTRACTOR cannot transport Participant Client due to unforeseen circumstances including, but not limited to, staffing constraints, ~~or~~ CONTRACTOR unable to provide vehicle access within a timely manner, or Participant's Client's physical condition and/or limitations.

3) 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.

4) 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 emergency situation occurs and an ambulance is not required.

5) 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 ~~Subparagraph 18.a. above~~ this section by the COUNTY.

~~2) b.~~ Non-Emergency Transportation

~~1) CONTRACTOR shall provide transportation to PARTICIPANTS to get to and from local county contracted methadone clinic(s). Initially, PARTICIPANTS will need to be~~

1 ~~transported at least weekly to pick up their doses for the week.~~

2 ~~2) —~~ CONTRACTOR shall transport Participant Client, either in CONTRACTOR's
3 own, or COUNTY loaned, vehicle, to locations that are considered necessary and/or important to the
4 Participant's Client's recovery plan including, but not limited to, Social Security Administration offices
5 for SSI Supplemental Security Income benefits and for non-emergency medical or mental health services
6 not identified in Subparagraph 18.a.r.1). above, that require treatment at a physician office, urgent care,
7 or emergency room when an ambulance provider is not necessary or required for transportation based on
8 the level of severity and/or services required by the Participant Client.

9 3) b) CONTRACTOR shall be responsible for providing ~~supervised~~ transportation to
10 and from COUNTY contracted Narcotic Replacement Treatment programs, and to other sources of
11 medical or dental care not requiring use of COUNTY's emergency transportation program. Such
12 requirement may be waived for Participant Client consistent with re-entry planning as defined in the
13 Program Protocol.

14 G. ALCOHOL AND/OR DRUG SCREENING

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

- 22 a. Establish procedures that protect against the falsification and/or contamination of any
23 body specimen sample collected for drug screening; and,
24 b. Assure that all urine specimen collections shall be observed by same sex staff.
25 c. Document results of the drug screening in the Participant's files Client's record.

26 2. ~~In the event~~ Contractor shall utilize drug testing supplies provided by ADMINISTRATOR.
27 ADMINISTRATOR shall supply CONTRACTOR ~~wishes to utilize with~~ the COUNTY
28 ~~contracted~~ following drug testing laboratory ~~for information:~~

- 29 a. A list of all approved COUNTY drug testing laboratories;
30 b. A list of all approved drug screening ~~purposes, CONTRACTOR shall collect and label~~
31 ~~samples from Participants. Such testing shall be provided at COUNTY's expenses tests; and~~
32 c. The procedure for submitting tests to drug testing laboratories.

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

3. In the event that any Participant Client 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 Client record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of receipt of such drug test results via an incident report, and the corrective action to be taken by the Participant Resident or Client if the Participant Client is allowed to remain in the Program program.

~~H. PERFORMANCE OUTCOMES~~

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

I. PERFORMANCE OUTCOMES

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

2. Performance Outcome Objectives:

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

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

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

~~b. Objective 2: CONTRACTOR shall have the Participant complete the CESI for eighty percent (80%) of Participants at time of intake, and the CEST shall be completed at mid-point and at completion for those Participants receiving at a minimum 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 survey's 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) calendar day of each month.~~

~~3) CONTRACTOR shall maintain the photocopies of the CESI and CEST documents~~

1 in Participant files:

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

6 ~~e. Objective 3:~~ b. Objective 2: CONTRACTOR shall implement a process
7 improvement project as outlined in the NIATx model, targeting at least one of the following four (4)
8 NIATx aims:

- 9 1) ~~Reduced~~Reduce waiting times
- 10 2) ~~Reduced~~Reduce no-shows
- 11 3) ~~Increased~~Increase admissions
- 12 4) ~~Increased~~Increase continuation in treatment

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

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

21 ~~K. CONTRACTOR shall recognize the authority of OCPD as officers of the court, and shall~~
22 ~~extend cooperation to OCPD within the constraints of CONTRACTOR's program of Substance Use~~
23 ~~Disorder Residential Treatment Services.~~

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

27 ~~M. VISITATION POLICY CONTRACTOR shall establish a written visitation policy, which~~
28 ~~shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the~~
29 ~~following:~~

- 30 ~~1. Sign in logs;~~
- 31 ~~2. Visitation hours; and~~
- 32 ~~3. Designated visiting areas at the facility.~~

33 ~~N. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE CONTRACTOR shall maintain a~~
34 ~~Participant sign in/out log for all Participants, which shall include, but not be limited to, the following:~~

- 35 ~~1. Participant's destination for treatment, work, education or other activities;~~
- 36 ~~2. Location and telephone number where the Participant may be reached; and~~
- 37 ~~3. Requirement for all Participants to notify the program of any change in his/her schedule.~~

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

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

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

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

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

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

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

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

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

VIII. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid ~~staffing~~ staff expressed in FTEs, ~~for period one and two,~~ which shall be equal to an average of forty (40) hours ~~of work~~ worked per week. ~~CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to this Agreement.~~

1	DIRECT ADMINISTRATION STAFF	FTEs
2	— Executive Director	xxx
3	— Financial Controller	xxx
4	DIRECT ADMINISTRATION SUBTOTAL	xxx
5		
6	PROGRAM ADMINISTRATION	
7	— Executive Director	xxx
8	PROGRAM ADMINISTRATION SUBTOTAL	xxx
9		
10	DIRECT PROGRAM STAFF	
11	— Executive Director	xxx
12	— Program Director	xxx
13	— Program Coordinator	xxx
14	— Administrative Assistant	xxx
15	— Counselor IV	xxx
16	— Counselor III	xxx
17	— Counselor II	xxx
18	— Floater/On Call Staff	xxx
19	DIRECT PROGRAM SUBTOTAL	xxx
20		
21	TOTAL FTEs	xxx

23 — B

24 STAFF FTEs

27 1. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 28 staffing set forth ~~in Subparagraph VII.A. above, provided, such agreement is made in advance of any~~
 29 ~~staffing change~~ above.

30 C 2. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff
 31 member on-site at all times. Co-ed residential programs shall require twenty-four (24)-hour awake
 32 supervision.

33 B. — D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the
 34 population to be served under this Agreement. Whenever possible, bilingual/bicultural staff should be
 35 retained.

36 have at least C. STAFF CERTIFICATION – SUD treatment staff shall meet the requirements of
 37 the DHCS Counselor Certification Standards for California. All staff providing treatment services shall

1 be registered, licensed and/or certified in accordance with state requirements and professional guidelines
 2 as applicable. At minimum, one (1) ~~staff member who has a clinical license or have completed a~~
 3 ~~Master's in Counseling and~~ licensed clinician must be ~~registered with the Board of Behavioral Health~~
 4 ~~Services.~~ hired full time to provide counseling services. Dual diagnosed Clients must be part of licensed
 5 staff caseload. The licensed clinician shall provide group counseling services, and provide supervision
 6 to non-licensed counseling staff.

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

16 F. ~~CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population~~
 17 ~~to be served under this agreement.~~ ~~E~~ Whenever possible, bilingual/bicultural staff should be retained.

18 ~~G. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent~~
 19 ~~manner by recruiting, hiring and maintaining staff who can provide services to the diverse population~~
 20 ~~served under this Agreement. CONTRACTOR shall provide services in a language appropriate and~~
 21 ~~culturally sensitive manner, in a setting accessible to diverse communities. Cultural diversity includes~~
 22 ~~ethnicity, age, sexual orientation, gender, and persons who are physically challenged. CONTRACTOR~~
 23 ~~shall document its efforts to provide services in a culturally competent manner. Documentation may~~
 24 ~~include, but not be limited to, the following:~~

25 ~~1. Records in personnel files attesting to efforts made in recruitment and hiring practices, and~~
 26 ~~participation in COUNTY sponsored and other cultural competency training;~~

27 ~~2. The availability of literature in multiple languages/formats as appropriate; and~~

28 ~~3. Identification of measures taken to enhance accessibility for, and sensitivity to, physically~~
 29 ~~challenged communities.~~

30 ~~H. 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 Client relationships;
 33 prohibition of sexual conduct with Participant Clients; prohibition of forging or falsifying documents or
 34 drug tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of
 35 interest shall be brought to the ADMINISTRATOR's attention prior to the occurrence. Prior to
 36 providing any services pursuant to this Agreement, all employees, volunteers, and interns shall agree in
 37 writing to maintain the standards set forth in the said Policies and Procedures. A copy of the ~~Code of~~

1 ~~Conduct~~ said Policies and Procedures shall be posted in writing in a prominent place in the treatment
2 facility and updated annually by the Board of Directors.

3 ~~I.~~ F. STAFF/VOLUNTEER/INTERN SCREENING – CONTRACTOR shall provide pre-
4 employment “live scan” screening of any staff person providing ~~service~~ services pursuant to ~~the~~ this
5 Agreement. All new staff, volunteers, and interns shall pass a one-time “live scan” ~~fingerprinting~~ finger
6 printing background check prior to employment. All staff shall be subject to sanction screening as
7 referenced in the Compliance paragraph on a bi-annual basis. All staff shall also be screened by
8 Megan’s Law, OC Courts and OC Sheriff’s Department on an annual basis. The results of the
9 fingerprint checks will be sent directly from the Department of Justice to CONTRACTOR. Results
10 must remain in staff file. ~~ADMINISTRATOR may change this approval mechanism at their discretion.~~

11 1. All staff/volunteers/interns, prior to ~~hiring, must~~ starting services, shall meet the following
12 requirements:

13 a. No person shall have been convicted of a sex offense for which the person is required
14 to register as a sex offender under PC, ~~Section~~ section 290;

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

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

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

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

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

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

29 ~~J.~~ G. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All
30 ~~program staff having direct contact with Participant shall,~~ Staff training shall be documented and
31 maintained as part of the training plan.

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

35 a. infectious disease recognition,

36 b. crisis intervention ~~and to recognize~~;

37 c. recognizing physical and psychiatric symptoms that require appropriate referrals to other

1 agencies.

2 2. CONTRACTOR shall ~~develop a written plan and provide ongoing training on topics related~~
3 ~~to substance use~~ ensure that on an annual basis. ~~All staff training shall be documented and maintained as~~
4 ~~part of the training plan.~~ all program staff including administrator, volunteers and interns having direct
5 contact with Clients shall complete:

6 a. County Annual Provider Training

7 ~~b. K. All staff providing services shall be licensed and/or certified in accordance with~~
8 ~~Department of Health Care Services' requirements and professional guidelines as applicable.~~

9 ~~L. County Annual Compliance Training~~

10 c. Training on topics related to alcohol and drug use

11 d. Minimum one hour training in cultural competence

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

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

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 SUBSTANCE USE DISORDER RESIDENTIAL OPIATE TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 “PROVIDER”
 «UC_NAME»
 JULY 1, 2015 2017 THROUGH JUNE 30, 2017 2019

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

2. The ~~parties~~ 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 amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

1 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
2 45 CFR § 160.103.

3 //

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

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

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

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

14 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
15 45 CFR § 160.103.

16 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy
17 Rule in 45 CFR § 164.103. [REDACTED]

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

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

25 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of
26 ~~electronic PHI~~ [REDACTED] at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

27 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
28 45 CFR § 160.103.

29 16. "Technical safeguards" means the technology and the policy and procedures for its use that
30 protect ~~electronic PHI~~ [REDACTED] and control access to it.

31 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
32 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
33 methodology specified by the Secretary of ~~Health and Human Services~~ [REDACTED] in the guidance issued on
34 the HHS Web site.

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

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

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

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

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

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

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

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

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

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

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

35 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
37 and to make information related to such Disclosures available as would be required for COUNTY to

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

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

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

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

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

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

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

1 event:

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

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

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

10 D. SECURITY RULE

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

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

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

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

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

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

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

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 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

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

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

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

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

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

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

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

37 #

1 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
 2 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 ~~twenty four (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
 31 ~~CONTRACTOR~~ contractor and 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 ~~twenty four (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

1 on 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.

37 //

EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 SUBSTANCE USE DISORDER RESIDENTIAL OPIATE TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
“PROVIDER”
 «UC_NAME»
 JULY 1, ~~2015~~2017 THROUGH JUNE 30, ~~2017~~2019

II. PERSONAL INFORMATION PRIVACY INFORMATION PRIVACY AND SECURITY
CONTRACT SECURITY CONTRACT

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

A. DEFINITIONS

1. **“Breach”** shall have the meaning given to such term under the IEA and CMPPA. -It shall include a "PII loss" as that term is defined in the CMPPA.
2. **“Breach of the security of the system”** shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).
3. **“CMPPA Agreement”** means the CMPPA Agreement between the SSA and CHHS.
4. **“DHCS PI”** shall mean **PI Personal Information**, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.
5. **“IEA”** shall mean the IEA currently in effect between the SSA and DHCS.
6. **“Notice-triggering PI”** shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. -For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. -Notice-triggering PI includes PI in electronic, paper or any other medium.
7. **“PII”** shall have the meaning given to such term in the IEA and CMPPA.
8. **“PI”** shall have the meaning given to such term in CCC § 1798.3(a).
9. **“Required by law”** means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. -This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. -It also includes Medicare conditions

1 of participation with respect to health care providers participating in the program, and statutes or
 2 regulations that require the production of information, including statutes or regulations that require such
 3 information if payment is sought under a government program providing public benefits.

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 -CONTRACTOR agrees:

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

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

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

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

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

36 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
 37 CONTRACTOR shall also comply with the substantive privacy and security requirements in the

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

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

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

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

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

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

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

36 //
37 //