

1 AGREEMENT FOR PROVISION OF  
2 HIV RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES

3 BETWEEN  
4 COUNTY OF ORANGE

5 AND

6 «UC\_PROV»

7 «UC\_NAME»

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

9  
10 THIS AGREEMENT entered into this 1st day of July ~~2015, which~~2017, (effective date ~~is~~  
11 ~~enumerated for purposes of reference only.~~), is by and between the COUNTY OF ORANGE, a political  
12 subdivision of the State of California (COUNTY) and  
13 «UC\_PROV», «UC\_NAME», a «CORP\_STAT» «CORP\_STATUS» (CONTRACTOR). COUNTY and  
14 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as  
15 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency  
16 (ADMINISTRATOR).

17  
18 WITNESSETH:

19  
20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
21 HIV Residential Substance Use Disorder Treatment Services described herein to the residents of Orange  
22 County; and

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

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

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

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**REFERENCED CONTRACT PROVISIONS**

~~Master~~ Agreement Term: July 1, ~~2015~~2017 through June 30, ~~2017~~2019  
Period One means the period from July 1, ~~2015~~2017 through June 30, ~~2016~~2018  
Period Two means the period from July 1, ~~2016~~2018 through June 30, ~~2017~~2019

~~Aggregate~~ Maximum Obligation:

Period One ~~Aggregate~~ Maximum Obligation: \$-252,264  
Period Two ~~Aggregate~~ Maximum Obligation: -252,264  
TOTAL ~~AGGREGATE~~ MAXIMUM OBLIGATION: \$-504,528

Basis for Reimbursement: ~~Fee for Service~~ Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: ~~«DUNS\_NUMB»~~«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: ~~«UC\_PROV»~~«LCNAME»

~~«FAC\_ADDR»~~

«CONTACT»

«ADDRESS»

«CITY\_STATE\_ZIP»

~~«CONTACT», «TITLE»~~

Contact Name: «CONTACT»

Contact E-Mail: «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:

1			
2			
3			
4	A.	AIDS	Acquired Immune Deficiency Syndrome
5	<del>B.</del>	<del>B.</del> ARIES	<del>AIDS Regional Information and Evaluation System</del>
6	C.	ARRA	American Recovery and Reinvestment Act
7	<del>C.</del>	<del>D.</del> ASRS	<del>Alcohol and Drug Programs Reporting System</del>
8	<del>D.</del>	E.	CalOMS California Outcomes Measurement System
9	F.	CAP	Corrective Action Plan
10	G.	CAPER	Consolidated Annual Performance and Evaluation Report
11	H.	<del>E.</del> CCC	California Civil Code
12	I.	<del>F.</del> CCR	California Code of Regulations
13	J.	CESI	Client Evaluation of Self at Intake
14	K.	CEST	Client Evaluation of Self and Treatment
15	L.	<del>G.</del> CFR	Code of Federal Regulations
16	HM.	CHPP	COUNTY HIPAA Policies and Procedures
17	N.	<del>I.</del> CHS	Correctional Health Services
18	O.	DATAR	Drug Abuse Treatment Access Report
19	P.	<del>J.</del> D/MC	Drug/Medi-Cal
20	<del>K.</del>	Q.	DHCS Department of Health Care Services
21	R.	<del>L.</del> DPFS	Drug Program Fiscal Systems
22	<del>M.</del>	S.	DRS Designated Record Set
23	T.	<del>N.</del> FTE	Full Time Equivalent
24	U.	<del>O.</del> HCA	Health Care Agency
25	V.	<del>P.</del> HHS	Health and Human Services
26	QW.	HIPAA	Health Insurance Portability and Accountability Act
27	X.	<del>R.</del> HIV	Human Immunodeficiency Virus
28	Y.	HMIS	Homeless Management Information System
29	Z.	HUD	Housing and Urban Development
30	AA.	<del>S.</del> HSC	California Health and Safety Code
31	TAB.	IRIS	Integrated Records and Information System
32	AC.	<del>U.</del> MHP	Mental Health Plan
33	AD.	NIATx	Network for Improvement of Addiction Treatment
34	AE.	<del>V.</del> OCJS	Orange County Jail System
35	<del>W.</del>	AF.	OCPD Orange County Probation Department
36	AG.	<del>X.</del> OCR	Office for Civil Rights
37	AH.	<del>Y.</del> OCSD	Orange County Sheriff's Department

1	<del>AI.</del> <del>Z.</del> OIG	Office of Inspector General
2	<del>AJ.</del> <del>AA.</del> OMB	Office of Management and Budget
3	<del>AB.</del> <del>AK.</del> OPM	Federal Office of Personnel Management
4	<del>AL.</del> <del>AC.</del> PADSS	Payment Application Data Security Standard
5	<del>AM.</del> <del>AD.</del> PC	State of California Penal Code
6	<del>AE.</del> <del>AN.</del> PCI DSS	Payment Card Industry Data Security Standard
7	<del>AO.</del> <del>AF.</del> PHI	Protected Health Information
8	<del>AP.</del> <del>AG.</del> PII	Personally Identifiable Information
9	<del>AQ.</del> <del>AH.</del> PRA	Public Record Act
10	<del>AR.</del> <del>AI.</del> SSI	Supplemental Security Income
11	<del>AS.</del> SUD	Substance Use Disorder
12	<del>AT.</del> <del>AJ.</del> TB	Tuberculosis
13	<del>AU.</del> <del>AK.</del> USC	United States Code
14	<del>AV.</del> VOD	Verification of Disease
15	<del>AW.</del> WIC	State of California Welfare and Institutions Code

**II. ALTERATION OF TERMS**

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

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

**III. ASSIGNMENT OF DEBTS**

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

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#### IV. COMPLIANCE

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

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

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

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

b. Written standards, policies and/or procedures.

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

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

e. Methodology for conducting internal monitoring and auditing.

f. Methodology for detecting and correcting offenses.

g. Methodology/Procedure for enforcing disciplinary standards.

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

4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its Compliance ~~compliance~~ Program, Code ~~code~~ of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's ~~Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct

1 contain all required elements: to the ADMINISTRATOR's satisfaction as consistent with the HCA's  
 2 Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any  
 3 missing required elements and CONTRACTOR shall revise its compliance program and code of  
 4 conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after  
 5 ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the  
 6 ADMINISTRATOR.

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

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

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

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

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

37 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in



1 federal and state health care programs; or

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

5 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
6 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
7 Agreement.

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

14 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
15 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
16 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
17 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
18 Ineligible Person.

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

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

32 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General  
33 Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered  
34 Individuals.

35 ~~1. CONTRACTOR~~ 1. CONTRACTORS that have acknowledged to comply with  
36 ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all  
37 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one

1 (1) designated representative to complete ~~all the General~~ Compliance ~~Trainings~~ Training when offered.

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

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

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

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

11 ~~—————~~ D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make  
12 Specialized Provider Training, where appropriate, available to Covered Individuals.

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

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

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

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

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

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

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

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

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

37 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in

1 coding of claims and billing, if and when, any such problems or errors are identified.

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

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

## 10 **V. CONFIDENTIALITY**

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

15 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this  
16 Agreement are **Participants**Clients of the Orange County HIV services system, and therefore it may be  
17 necessary for authorized staff of ADMINISTRATOR to audit **Participant**Client files, or to exchange  
18 information regarding specific **Participants**Clients with COUNTY or other providers of related services  
19 contracting with COUNTY.

20 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
21 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
22 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,  
23 Part 2.6, relating to confidentiality of medical information.

24 3. In the event of a collaborative service agreement between HIV services providers,  
25 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
26 from the collaborative agency, for **Participants**Clients receiving services through the collaborative  
27 agreement.

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

35 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate  
36 disclosure in connection with activity funded under this Agreement. This system shall include  
37

1 provisions for employee education on the confidentiality requirements, and the fact that disciplinary  
 2 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,  
 3 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,  
 4 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.  
 5 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

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

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

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

## 13 **VI. COST REPORT**

14 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a  
 15 portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which  
 16 they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in  
 17 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special  
 18 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and  
 19 between programs, cost centers, services, and funding sources in accordance with such requirements and  
 20 consistent with prudent business practice, which costs and allocations shall be supported by source  
 21 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon  
 22 reasonable notice.

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

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

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

34 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
 35 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
 36 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.  
 37

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

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

11 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
12 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
13 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
14 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
15 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
16 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
17 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
18 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
19 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

27 D. Costs of Medi-Cal services shall not exceed the D/MC rate caps per Medi-Cal Unit of Service,  
28 as determined by the California Department of Health Care Services.

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

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

35 //  
36 //  
37 //

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

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

**VII. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

### 4 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

37 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by

1 means of subcontracts, provided such subcontracts are approved in advance, in writing by  
 2 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
 3 under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

#### 15 16 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### 26 27 **X. EQUIPMENT**

28 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
 29 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
 30 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
 31 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or  
 32 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
 33 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and  
 34 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained  
 35 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
 36 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
 37 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be



1 depreciated according to GAAP.

2 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any  
3 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
4 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
5 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
6 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
7 purchased asset in an Equipment inventory.

8 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
9 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in  
10 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
11 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

### 31 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

37 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or

1 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation  
 2 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
 3 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount  
 4 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
 5 services, staffing, facilities or supplies.

## 7 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

35 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
 36 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
 37 amount in excess of ~~\$25~~ 50,000 (\$5,000 for automobile liability), shall specifically be approved by the

CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.  
E. If CONTRACTOR's SIR is approved, CONTRACTOR fails, in addition to maintain insurance acceptable to COUNTY for the full term, and without limitation of, any other indemnity provision(s) in this Agreement, COUNTY may terminate this Agreement, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

1	Workers' Compensation	Statutory
2		
3	Employers' Liability Insurance	\$1,000,000 per occurrence
4		
5	Network Security & Privacy Liability	\$1,000,000 per claims made
6		
7	Professional Liability Insurance	\$1,000,000 per claims made
8		\$1,000,000 aggregate
9		
10	Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS -

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

a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

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

K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving

1 all rights of subrogation against the County of Orange, ~~and members of the Board of Supervisors,~~ its  
 2 elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will  
 3 state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

18 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 19 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
 20 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
 21 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this  
 22 Agreement ~~may be in breach without further notice to CONTRACTOR, and by~~ COUNTY shall be  
 23 entitled to all legal remedies.

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

#### 27 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

11 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
12 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
13 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
14

### 15 **XIII. INSPECTIONS AND AUDITS**

16 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
17 of the State of California, the Secretary of the United States Department of Health and Human Services,  
18 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
19 access to any books, documents, and records, including but not limited to, financial statements, general  
20 ledgers, relevant accounting systems, medical and ~~Participant~~ Client records, of CONTRACTOR that are  
21 directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or  
22 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of  
23 retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such  
24 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this  
25 Agreement, and the premises in which they are provided.

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

#### 30 **C. AUDIT RESPONSE**

31 1. Following an audit report, in the event of non-compliance with applicable laws and  
32 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
33 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
34 appropriate corrective action. A plan of corrective action shall ~~not~~ be submitted to ADMINISTRATOR  
35 in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

36 2. ~~subject to disallowances as the result of audits of the cost~~ If the audit reveals that money is  
37 payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or

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

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

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

#### 17 **XIV. LICENSES AND LAWS**

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

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

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

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

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



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

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

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

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

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

- 13 1. ARRA of 2009.
- 14 2. Code of Federal Regulations, Title 42, Public Health.
- 15 3. 42 USC. 12901 et seq., AIDS Housing Opportunity Act.
- 16 4. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for  
 17 Persons with AIDS.
- 18 5. 24 CFR Parts 42 (Displacement, Relocation Assistance, and Real Property Acquisition for  
 19 HUD and HUD-Assisted Programs) and 570 (Displacement, relocation, acquisition, and  
 20 replacement of housing).
- 21 6. 24 CFR Part 85, Grants Management Common Rule (State and Local Governments).
- 22 7. Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 23 8. American National Standards Institute Specifications for Making Buildings and Facilities  
 24 Accessible to, and Usable by, the Physically Handicapped, Number A-117.1-R1998.
- 25 9. 42 USC 7606 The Clean Air Act, as amended (42 USC 1857(h) et seq.).
- 26 10. 33 USC 1368 The Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order  
 27 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 28 11. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
 29  Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
 30  Federal Awards.
- 31 12. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
- 32 13. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 33 14. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
- 34 15. 45 CFR Part 76, Drug Free Work Place.
- 35 16. CCR, Title 22, Division 6, Community Care Licensing Division.
- 36 17. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30,  
 37 2009).



- 1 18. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grant  
2 Policy Statement (10/13).
- 3 19. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy  
4 Statement.
- 5 20. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200  
6 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
7 Federal Awards.
- 8 21. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS  
9 Treatment Extension Act of 2009 (Public Law 111-87).
- 10 22. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
11 Manual.
- 12 23. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
13 Program Certification Standards, March 2004.  
14 ~~Program Certification Standards, March 2004.~~
- 15 24. Trafficking Victims Protection Act of 2000, specifically section 106(g) of the Trafficking  
16 Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702.

## 18 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

37 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement

1 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

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

## 6 **XVI. MAXIMUM OBLIGATION**

7 A. The ~~Aggregate~~Total Maximum Obligation of COUNTY for services provided in accordance  
8 with ~~all agreements for HIV Residential Substance Use Disorder Treatment Services during Period~~  
9 ~~One~~ this Agreement, and ~~Period Two~~ the separate Maximum Obligations for each period under this  
10 Agreement, are as specified in the Referenced Contract Provisions of this Agreement. ~~This specific~~  
11 ~~Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum~~  
12 ~~Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will~~  
13 ~~be only a fraction of these Aggregate Maximum Obligations.~~ except as allowed for in Subparagraph B.  
14 below.

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

## 18 **XVII. MINIMUM WAGE LAWS**

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

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

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

## 34 **XVIII. NONDISCRIMINATION**

### 35 **A. EMPLOYMENT**

36 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
37 unlawfully discriminate against any employee or applicant for employment because of his/her race,

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

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

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

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

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

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

30 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
 31 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 32 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
 33 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
 34 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
 35 Education Amendments of 1972 as they relate to 20 USC §1681 – §1688; Title VI of the Civil Rights  
 36 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
 37 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the

1 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other  
 2 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
 3 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
 4 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
 5 or more of the factors identified above:

6 1. Denying a ParticipantClient or potential ParticipantClient any service, benefit, or  
 7 accommodation.

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

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

12 4. Treating a ParticipantClient differently from others in satisfying any admission requirement  
 13 or condition, or eligibility requirement or condition, which individuals must meet in order to be  
 14 provided any service or benefit.

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

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

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

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

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

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

1 enforce rights secured by federal or state law.

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

## 6 **XIX. NOTICES**

7  
8 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
9 authorized or required by this Agreement shall be effective:

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

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

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

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

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

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

## 27 **XX. NOTIFICATION OF DEATH**

28  
29 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
30 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

34 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
35 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
36 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for  
37 purposes of computing the time within which to give telephone notice and, notwithstanding the time

1 limit herein specified, notice need only be given during normal business hours.

2 2. WRITTEN NOTIFICATION

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

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

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

14  
15 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23  
24 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

25 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
26 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
27 accordance with this Agreement and all applicable requirements, which include but are not limited to:

- 28 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),  
29 75055(a), 75343(a), and 77143(a).  
30 2. State of California, Department of Health Care Services ASRS Manual.  
31 3. State of California, Department of Health Care Services DPFS Manual.  
32 4. California Health and Safety Code §123145.  
33 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

34 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
35 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
36 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall  
37 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in

1 violation of federal or state regulations and/or COUNTY policies.

2 C. CONTRACTOR's ParticipantClient and/or patient records shall be maintained in a secure  
3 manner. CONTRACTOR shall maintain ParticipantClient and/or patient records and must establish and  
4 implement written record management procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

**XXIII. RESEARCH AND PUBLICATION**

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

**XXIV. REVENUE**

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

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

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

**XXV. SEVERABILITY**

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

**XXVI. SPECIAL PROVISIONS**

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

#



- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 4 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 5 body for expenses or services.
- 6 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 7 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 8 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 9 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 10 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 11 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 12 8. Severance pay for separating employees.
- 13 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 14 codes and obtaining all necessary building permits for any associated construction.
- 15 10. Purchasing or improving land, including constructing or permanently improving any
- 16 building or facility, except for tenant improvements.
- 17 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 18 funds (matching).
- 19 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
- 20 unless no nonprofit entity is able and willing to provide such services.
- 21 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
- 22 alcohol.
- 23 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the
- 24 Controlled Substance Act (21 USC 812).
- 25 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
- 26 injection of any illegal drug.
- 27 16. Assisting, promoting, or deterring union organizing.
- 28 17. Providing inpatient hospital services or purchasing major medical equipment.
- 29 18. Supplanting current funding for existing services.
- 30 19. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately
- 31 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or
- 32 license and registration fees; payment of local or state personal property taxes (for residential property,
- 33 private automobiles, or any other personal property against which taxes may levied). This restriction
- 34 does not apply to vehicles operated by organizations for program purposes.
- 35 20. To meet professional licensure or program licensure requirements.
- 36 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 37 shall not use the funds provided by means of this Agreement for the following purposes:

- 1 1. Funding travel or training (excluding mileage or parking).
- 2 2. Making phone calls outside of the local area unless documented to be directly for the
- 3 purpose of ~~Participant~~Client care.
- 4 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 5 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 6 contribute to the quality of services to be provided pursuant to this Agreement.
- 7 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 8 CONTRACTOR's ~~Participants~~Clients.

9 C. To the greatest extent practicable, all equipment and products purchased with funds made  
10 available through this Agreement should be American-made.

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

## 15 **XXVII. STATUS OF CONTRACTOR**

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

## 28 **XXVIII. TERM**

29 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
30 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference  
31 Contract Provisions of this Agreement or the execution date, whichever is later. This specific  
32 Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless  
33 otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall  
34 be obligated to perform such duties as would normally extend beyond this term, including but not  
35 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.  
36

37 #

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

### 4 **XXIX. TERMINATION**

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

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

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

13 1. The loss by CONTRACTOR of legal capacity.  
14 2. Cessation of services.  
15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
16 another entity without the prior written consent of COUNTY.

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

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

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

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

#### 27 **D. CONTINGENT FUNDING**

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

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

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

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

37 #

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

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

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

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

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

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

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

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

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

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

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

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

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

**XXX. THIRD PARTY BENEFICIARY**

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

**XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 ~~«UC\_PROV»~~

5 «UC\_NAME»

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  
27 APPROVED AS TO FORM  
28 OFFICE OF THE COUNTY COUNSEL  
29 ORANGE COUNTY, CALIFORNIA

30  
31  
32 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

33 DEPUTY

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

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 HIV RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 «UC\_PROV»  
 8 «UC\_NAME»  
 9 JULY 1, 2015 2017 THROUGH JUNE 30, 2017 2019

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

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

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

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

18 2. Bed Day means one (1) calendar day during which CONTRACTOR provides HIV  
19 Residential Substance Use Disorder Treatment Services as described in Exhibit A of the Agreement. A  
20 Bed Day will include the day of admission but, not the day of discharge. If admission and discharge  
21 occur on the same day, one (1) Bed Day will be recorded.

22 3. CalOMS is a statewide Client ~~2. CalOMS means the California Outcomes~~  
23 ~~Measurement System (CalOMS) which is a statewide Participant-based data collection and outcomes~~  
24 measurement system as required by the State to effectively manage and improve the provision of  
25 substance use disorder alcohol and drug treatment services at the State, County COUNTY, and provider  
26 levels.

27 ~~3. Client Evaluation of Self at Intake (4. CESI) and Client Evaluation of Self and Treatment~~  
28 ~~(CEST) are self-administered survey instruments designed to assess clients' Clients' motivation for~~  
29 change, engagement in treatment, social and peer support, and other psychosocial indicators of progress  
30 in recovery.

31 ~~4~~ 5. Client means a person who has been admitted for services.

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

34 ~~5. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that~~  
35 ~~operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a~~  
36 ~~psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,~~  
37 ~~crisis stabilization~~ 7. DATAR is the DHCS system used to collect data on SUD treatment

1 capacity and waiting lists.

2 ~~8. treatment, and referral to the appropriate level of continuing care. As a designated~~  
3 ~~outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.~~

4 ~~6. DATAR means the Drug Abuse Treatment Access Report as required by the State.~~

5 ~~7. Graduation or Participant Client Completion means the completion of the residential~~  
6 ~~treatment HIV Residential Substance Use Disorder Treatment Services program (recovery) program~~  
7 ~~whereby the Participant Client has successfully completed all goals and objectives for all phases and~~  
8 ~~documented in the Client's treatment plan within the maximum authorized length of treatment stay~~  
9 ~~authorized by ADMINISTRATOR and documented in the Participant's treatment plan.~~

10 ~~9. Intake means the initial face-to-face meeting between a Participant Client and~~  
11 ~~CONTRACTOR staff in which specific information about the Participant Client is gathered including the~~  
12 ~~ability to pay and standard admission forms pursuant to the this Agreement and the Ryan White~~  
13 ~~HIV/AIDS Treatment Modernization Act of 2006.~~

14 ~~10. 9. Integrated Records and Information System (IRIS) means is~~ a collection of  
15 applications and databases that serve the needs of programs within the HCA and includes functionality  
16 such as registration and scheduling, laboratory information system, ~~invoice invoices~~ and reporting  
17 capabilities, compliance with regulatory requirements, electronic medical records and other relevant  
18 applications.

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

22 ~~12. 11. NIATx is a model for improving business process.~~

23 ~~12. Participant means a person eighteen (18) years of age or older who has a substance use~~  
24 ~~disorder and an HIV diagnosis for whom a COUNTY approved intake and admission for residential~~  
25 ~~services as appropriate have been completed pursuant to the Agreement.~~

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

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

29 ~~14. Program Protocol means CONTRACTOR's the~~ written program description, goals ~~and,~~  
30 objectives, and policies established by CONTRACTOR for the ~~residential treatment program as HIV~~  
31 ~~Residential Substance Use Disorder Treatment Services program~~ provided pursuant to ~~the this~~  
32 Agreement.

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



~~15.~~ 16. Resocialization/Re-Entry means applying and continuing Treatment Activities ~~treatment activities~~ designed to assist Participants ~~Clients~~ in working on personal issues, cultivate support systems, and seek and/or obtain education/vocational and/or volunteer opportunities.

~~17.~~ 16. Self-help Meeting/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 ~~of~~ healing or recovery.

~~17~~18. Structured activities/Activities means activities ~~services~~ including therapeutic ~~Therapeutic Activity~~ and non-therapeutic activities ~~Non-Therapeutic Activity~~ designed to meet treatment goals.:

a. Therapeutic activity/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/Therapeutic Activity includes work, school, and volunteer hours outside the facility, chores, and recreation and socialization activities.

~~18.~~ 19. SUD means a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5

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

~~19.~~ 21. Unit of Service means one (1) calendar day during which services are provided to a Participant ~~Client~~ pursuant to ~~the~~ this Agreement. ~~The~~ A day ~~of admission shall~~ in which a Client is absent for a CONTRACTOR-sanctioned overnight pass may also be included; ~~the day of discharge shall be excluded. If both admission and discharge occur on the same day, the day shall be considered a day of admission and count~~ as a full day 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.

## II. ASSURANCES

In accordance with funding requirements under Title XXVI of the Public Health Services Act as amended by the Ryan White ~~HIV/AIDS Treatment Modernization Act of 2006 (Ryan White Act)~~, CONTRACTOR assures that it will, if, CONTRACTOR receives Ryan White Funds ~~CONTRACTOR shall~~:

A. Provide, to the maximum extent practicable, HIV-related health care and support services without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.

B. Provide services in a setting that is accessible to low-income and racial/ethnic minority individuals with HIV disease and their families. Services shall include cultural and language competency to meet the special needs of CONTRACTOR's Participants ~~Clients~~.

1 C. Permit and cooperate with any official federal or state investigations undertaken regarding  
2 programs conducted under the Ryan White Act.

3 D. Assure that contract funds are used as ~~payor~~ payer of last resort. ~~Contractor~~ CONTRACTOR  
4 shall not use contract funds to make payments for any item or service to the extent that payment for that  
5 item or service has already been made, or can reasonably expect to be made:

6 1. Under any State compensation program, under an insurance policy, or under any federal or  
7 state health benefits program; or

8 2. By an entity that provides health services on a ~~prepaid~~ pre-paid basis; or

9 3. By third party reimbursement.

10 E. Comply with the funding requirements regarding charges for services:

11 1. In the case of individuals with an income less than or equal to one hundred percent (100%)  
12 of the official federal poverty line, CONTRACTOR will not impose charges on any such individual for  
13 the provision of services under the Agreement.

14 2. In the case of individuals with an income greater than one hundred percent (100%) of the  
15 official federal poverty line, CONTRACTOR shall:

16 a. Impose charges on such individuals for the provision of such services; ~~and/or~~

17 b. Impose charges according to a schedule of charges that is made available to the public.

18 3. In the case of individuals with an income greater than one hundred percent (100%) of the  
19 official federal poverty line and not exceeding two hundred percent (200%) of such poverty line,  
20 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent  
21 (5%) of the annual gross income of the individual involved.

22 4. In the case of individuals with an income greater than two hundred percent (200%) of the  
23 official federal poverty line and not exceeding three hundred percent (300%) of such poverty line,  
24 CONTRACTOR will not, for any calendar year, impose charges in an amount exceeding seven percent  
25 (7%) of the annual gross income of the individual involved.

26 5. In the case of individuals with an income greater than three hundred percent (300%) of the  
27 official federal poverty line, CONTRACTOR will not, for any calendar year, impose charges in an  
28 amount exceeding ten percent (10%) -of the annual gross income of the individual involved.

29 F. Notify COUNTY immediately, in writing, if CONTRACTOR or any of its principals is  
30 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from  
31 participation in this transaction by any Federal Department or Agency.

32 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
33 Assurances Paragraph of this Exhibit A to the Agreement.

### 34 **III. BUDGET**

#### 35 **A. CFDA INFORMATION**

36 1. The Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and  
37

associated information for federal funds paid through the Agreement are specified below:

CFDA Year: 2017

CFDA No.: 93.914

Program Title: HIV Emergency Relief Project Grants (B)

Federal Agency: Department of Health and Human Services

Award Name: HIV Emergency Relief Project Grants (B) (Ryan White Part A)

CFDA Year: 2017

CFDA No.: 14.241

Program Title: Housing Opportunities for Persons with AIDS

Federal Agency: Department of Housing and Urban Development

Award Name: Cooperative Agreement between County of Orange and City of Santa Ana

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.

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
Salaries	\$	\$	\$
Benefits			
Services and Supplies			
Subcontracts			
Indirect Costs			
<u>SUBTOTAL ADMINISTRATIVE COSTS</u>	\$	\$	\$
<u>PROGRAM COSTS</u>			
Salaries	\$	\$	\$
Benefits			
Services and Supplies			

1	<u>Subcontracts</u>			
2	<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
3				
4	<u>TOTAL GROSS COSTS</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
5				
6	<u>REVENUE</u>			
7	<u>Client Fees</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
8	<u>Donations</u>			
9	<u>State Disability Insurance</u>			
10	<u>Food Stamps</u>			
11	<u>SUBTOTAL REVENUE</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
12				
13	<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

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

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

29 **IV. GENERAL REQUIREMENTS PAYMENTS**

30 ~~— A. For all~~ A. MEETINGS – CONTRACTOR’s Executive Director or designee shall participate,  
 31 when requested, in meetings facilitated by ADMINISTRATOR related to the provision of services  
 32 ~~provided~~ pursuant to the this Agreement.

33 B. CULTURAL COMPETENCY – CONTRACTOR shall make its best effort to provide services  
 34 pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the  
 35 population(s) served. CONTRACTOR shall maintain documentation of such efforts which may  
 36 include; but not be limited to: records of participation in COUNTY-sponsored or other applicable  
 37 training; recruitment and hiring policies and procedures; copies of literature in multiple languages and

1 formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity  
2 to, individuals who are physically challenged.

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

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

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

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

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

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

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

36 H. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy,  
37 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be

1 limited to, staff training to deal with neighbor complaints, staff contact information available to  
2 neighboring residents and complaint procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 10 V. PAYMENTS,

11 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR ~~monthly, in arrears~~  
 12 ~~at the rate of \$72.00 per person per bed day and in accordance with~~ for the actual costs of providing the  
 13 services described hereunder, less revenues which are actually received by CONTRACTOR; provided,  
 14 however, that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations.  
 15 ~~Reimbursement shall be based upon bed days authorized by ADMINISTRATOR.~~ Non-compliance will  
 16 require the completion of CAPs by CONTRACTOR. If CAPs are not completed within timeframes as  
 17 determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if  
 18 CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or  
 19 certification standards of the State, COUNTY or OCPD, ADMINISTRATOR may elect to reduce  
 20 COUNTY's maximum obligation proportionate to the length of time that CONTRACTOR is ineligible  
 21 to provide services.

22 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual  
 23 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that  
 24 the total of ~~all such payments to CONTRACTOR during Period One and Period Two~~ shall not exceed  
 25 the COUNTY's Aggregate Maximum Obligation ~~for each Period as specified in the Referenced~~  
 26 ~~Contract Provisions of the Agreement.~~ Reimbursement shall be made only for services provided to  
 27 ~~Participants who are approved by ADMINISTRATOR as eligible to receive services.~~

28 ~~B.~~ CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR  
 29 and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the ~~tenth~~  
 30 ~~(10th)~~ twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released  
 31 by COUNTY no later than ~~twenty one (21)~~ thirty (30) calendar days after receipt of the correctly  
 32 completed invoice form.

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

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

documentation including, but not limited to, ~~an invoice record for each Participant bed day billed to the ADMINISTRATOR~~ ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

~~D~~E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of ~~the~~ this Agreement.

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

~~F~~G. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter Units of Service into the COUNTY IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) calendar days from notification by ADMINISTRATOR.

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

## VI.I. RECORDS

~~A. PARTICIPANT RECORDS~~ CONTRACTOR shall maintain adequate records in accordance with the COUNTY Guidelines on each individual Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be limited to:

- ~~A~~ 1. ADMINISTRATOR's Treatment Authorization Form for residential treatment services
2. Documentation of HIV diagnosis
3. Description of Participant's residential situation prior to admission to the facility
4. Substance use history
5. Case Manager's name and telephone number
6. TB clearance
7. Written agreements, signed by the Participant, describing terms and conditions of HIV Residential Substance Use Disorder Treatment Program participation
8. Dates of admittance and discharge
9. Emergency notification information
10. Record of any funds collected from, or on behalf of, the Participant
11. An admission record shall include documentation that residential services are appropriate for the Participant. Such documentation, made within seven (7) calendar days of admission, and shall include a comprehensive psychosocial assessment.
12. Treatment plans shall be documented in the Participant's record within fourteen (14) calendar days from the date of admission.

B. FINANCIAL RECORDS CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the



1 type of service for which payment is claimed in accordance with generally accepted accounting  
2 principles.

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

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

8 ~~3.~~ B. CLIENT FEES – Clients with incomes between 20%-50% of area median income will  
9 pay 30% of their adjusted gross income toward services. The Participant Client's proof of income,  
10 eligibility determination and fee charged to and collected from Participants Client, according to the  
11 COUNTY approved sliding scale fee schedule, together with a record of all invoices rendered and  
12 revenues received from any source, on behalf of Participants Client treated pursuant to ~~the~~this  
13 Agreement, must be reflected in CONTRACTOR's financial records.

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

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

22 1. ADMINISTRATOR's Treatment Referral and Authorization Form for Residential  
23 Treatment Services;

24 2. Treatment plans which shall be documented in the Client's record within fourteen (14)  
25 calendar days from the date of admission;

26 3. An admission record which shall include documentation that HIV Residential Substance  
27 Use Disorder Treatment Services for substance use disorders are appropriate for the Client. Such  
28 documentation shall include a completed ASAM criteria indicating appropriate level of care for Client,  
29 and a comprehensive psychosocial assessment;

30 4. Documentation of HIV diagnosis;

31 5. ~~5~~ Description of Client's residential situation prior to admission to the facility;

32 6. Substance use history;

33 7. Case Manager's name and telephone number;

34 8. TB clearance;

35 9. Written agreements, signed by the Client, describing terms and conditions of  
36 HIV Residential Substance Use Disorder Treatment Program participation;

37 10. Dates of admittance and discharge;

11. Emergency notification information; and

12. Record of any funds collected from, or on behalf of, the Client

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

## VII. ~~REPORTS~~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 ~~the~~this Agreement, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Agreement shall be included.

### B. ~~MONTHLY IRIS~~ 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. CONTRACTOR shall submit these reports by no later than twenty (20) calendar days following the end of the month reported.

2. ~~participate~~CONTRACTOR shall submit 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 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 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.~~

~~C~~D. CalOMS – CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission

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

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

8 ~~—D~~ F. HMIS – CONTRACTOR shall input data on services provided to individuals that meet the  
 9 criteria for homelessness into HMIS to meet all HUD requirements, and shall provide data for the  
 10 CAPER. Data shall be entered into HMIS within two (2) business days of providing services, unless  
 11 otherwise agreed upon in writing with ADMINISTRATOR.

12 G. ARIES – CONTRACTOR shall input data into ARIES within two (2) business days of  
 13 providing services, unless otherwise agreed upon in writing with ADMINISTRATOR.

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

18 ~~E.I. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a  
 19 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special  
 20 incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or  
 21 absence without leave, serious injury, death, criminal behavior including arrests with or without  
 22 conviction, positive test results for substance abuse from urine screenings, or any other incident which  
 23 expose COUNTY or CONTRACTOR to liability.~~

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

## 27 VIII. SERVICES SERVICES

28 A. FACILITY – CONTRACTOR shall operate licensed and certified substance use disorder  
 29 residential programs ~~to include services~~ in accordance with the standards established by the  
 30 County COUNTY and the State Programs within the specifications stated below, unless otherwise  
 31 authorized by the ADMINISTRATOR. CONTRACTOR shall provide HIV Residential Substance Use  
 32 Disorder Treatment Services ~~at the following location, or at any other facility approved, in advance~~  
 33 ~~and~~ within a licensed and certified «RES\_BED\_MAX» bed residential substance use disorder treatment  
 34 Facility. Facility must acquire ASAM designation from DHCS. Unless otherwise authorized in writing  
 35 by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7)  
 36 days a week, twenty-four (24) hours per day throughout the year. Services shall be provided at the  
 37 following locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:

1  
2            ~~«FAC\_ADDR»~~«RES\_FAC1\_STREET»   «RES\_FAC2\_STREET»  
3            ~~«RES\_FAC1\_CITY\_ST\_ZIP»~~       «RES\_FAC2\_CITY\_ST\_ZIP»  
4    ~~«FAC\_CSZ»~~  
5

6 ~~Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain service~~  
7 ~~hours, seven (7) days a week, twenty four (24) hours per day throughout the year.~~

8        B. PERSONS TO BE SERVED – CONTRACTOR shall serve adults; ages (18) eighteen ~~(18)~~  
9 years and older living with HIV who have a diagnosis of a substance use disorder, and demonstrate a  
10 need for a SUD residential treatment setting based on ASAM criteria. Clients shall have abstained from  
11 substance use for at least twenty-four (24) hours. All persons must be certified in writing by a  
12 physician, or other duly authorized health care professional, as being free from infectious TB as defined  
13 in the Guidelines for TB Surveillance in Residential AIDS Shelters, issued by the Department of Health  
14 Services, Office of AIDS.

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 ~~living with HIV who are~~

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

27        ~~C. 2. ADMISSIONS FOR RESIDENTIAL SERVICES~~

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

32            ~~3.~~ ~~2. CONTRACTOR shall establish and make available to the public, a written~~  
33 ~~admission policy.~~ CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and  
34 county regulations.

35            4. Prior to admission, CONTRACTOR shall fax or send in secured email a request for  
36 treatment authorization to ADMINISTRATOR, for an individual who fulfills the criteria in accordance  
37 to Subparagraph VI.B. above. ADMINISTRATOR will authorize the individual's admission to

1 treatment by sending the treatment authorization to the CONTRACTOR. CONTRACTOR shall not  
 2 admit any individual into program without prior approval by ADMINISTRATOR. Within one business  
 3 day of Client's admission, CONTRACTOR shall fax a completed treatment authorization containing  
 4 date of admission and CONTRACTOR signature to ADMINISTRATOR.

5 5. CONTRACTOR shall maintain a list of individuals who have requested HIV Residential  
 6 Substance Use Disorder Treatment Services and for whom a treatment authorization request has been  
 7 submitted to the county residential placement coordinator.

8 ~~3. CONTRACTOR shall grant priority in admissions to persons referred by~~  
 9 ~~ADMINISTRATOR.~~

10 ~~4. CONTRACTOR shall admit all persons referred by the COUNTY during approved~~  
 11 ~~admitting hours.~~

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

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

17 ~~7. All persons must be certified in writing by a physician, or other duly authorized health care~~  
 18 ~~professional, as being free from infectious tuberculosis as defined in the Guidelines for TB Surveillance~~  
 19 ~~in Residential AIDS Shelters, issued by the Department of Health Services, Office of AIDS.~~

20 ~~8. Participants shall not remain more than three (3) months in the~~ 7.

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

### 33 E. SERVICES

34 1. CONTRACTOR shall provide to Clients a «RES\_FAC\_BED\_CAP» bed alcohol and drug-  
 35 free residential treatment ~~component without prior written approval of COUNTY.~~

36 ~~9. All persons who are not immediately admitted into residential treatment shall be referred to~~  
 37 ~~ancillary services such as outpatient, or other appropriate providers.~~

~~D. RESIDENTIAL RECOVERY SERVICES CONTRACTOR shall operate a licensed residential substance use disorder treatment program in accordance with the standards established by the COUNTY, the State, and within the specifications stated herein, unless otherwise authorized by ADMINISTRATOR. CONTRACTOR shall provide a program no less than thirty (30) calendar days and of no more than ninety (90) calendar days unless approved in writing by ADMINISTRATOR. Each Participant shall be restricted to the premises of the facilities listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions for restriction to the premises shall be allowed for medical, mental health/substance use appointments and/or emergencies. Uninsured Participants shall be provided assistance in securing Affordable Health Care benefits. Residential Recovery Services shall consist of the following: without prior approval in writing by ADMINISTRATOR.~~

~~12. Co-Occurring Disorders: CONTRACTOR shall provide rehabilitative and recovery services to Participants Clients with co-occurring disorders and ensure that such services address the relationship between the two diagnoses throughout treatment. Persons having a concurrent diagnosis of 3. mental illness will be served in accordance with Federal Substance Abuse Prevention and Treatment Block Grant Program requirements and COUNTY guidelines.~~

~~2. Screening Prior to admission, CONTRACTOR shall conduct an ASAM to be kept in the Participant's file, on each individual to ensure residential treatment is the appropriate level of placement. CONTRACTOR shall fax the treatment authorization form to ADMINISTRATOR. Upon review of the treatment authorization form, ADMINISTRATOR will approve the individual's program placement, if appropriate, by faxing the treatment authorization to the CONTRACTOR. CONTRACTOR shall not admit any individual into program without approval by ADMINISTRATOR. Upon Participant's admission, CONTRACTOR shall fax a completed treatment authorization on a form approved by ADMINISTRATOR containing date of admission and CONTRACTOR signature to ADMINISTRATOR within one (1) business day.~~

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

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

~~a. Screening – Contractor shall verify appropriateness of services through ASAM patient placement criteria, VOD, and participant's income. Participant's income may not exceed fifty percent (50%) of the area median income. A copy of the ASAM criteria, VOD and Participant's verification of income shall be kept in the file. CONTRACTOR shall not admit any participant with outstanding warrants. Staff shall review OC Sheriff Department website for any warrants in Orange County, prior to~~

1 admission.

2 ~~b.~~ 3. Program Orientation – During the first seventy-two (72) hours of a  
 3 ~~Participant's~~ Client's admission into the Program, CONTRACTOR shall provide an overview of the  
 4 ~~Program~~ program. The Program Orientation shall include, but not be limited to:

5 ~~a.~~ 1) Overview of Program structure and schedules;

6 ~~b.~~ 2) Program rules and regulations;

7 ~~c.~~ 3) Policies regarding ~~Participant~~ Client fees;

8 ~~d. Participant~~ 4) Client rights;

9 ~~e.~~ 5) Assignment of a counselor;

10 ~~f.~~ 6) Staff Code of Conduct; and

11 ~~g.~~ 7) Continuing Care ~~Services~~ services.

12 4 c. Assessment – Within seven (7) calendar days of admission, CONTRACTOR shall  
 13 provide a standardized, comprehensive risk and needs assessment on each ~~Participant~~ Client which  
 14 ~~assess substance use~~ assesses both alcohol/drug abuse history, family history, mental and emotional  
 15 status, legal status, educational and vocational background as well as daily living skills, stress  
 16 management, literacy, employment, education, and money management. Assessment tools shall ~~be co-~~  
 17 ~~occurring~~ capable, meet best practice standards and may  
 18 include ~~ASI, CalOMS~~ Addiction Severity Index or other assessment tools that are approved by  
 19 ADMINISTRATOR and completed and signed by staff ~~and Participant and approved by~~  
 20 ADMINISTRATOR.

21 5 d. CESI/CEST – CONTRACTOR shall have all Clients complete the CESI at the time of  
 22 intake. The CEST shall be completed at mid-point and at completion, and information incorporated in  
 23 the formulation of treatment plan.

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

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

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

34 e. Treatment Plan – CONTRACTOR shall ~~collaboratively~~ develop an individualized  
 35 treatment plan with each ~~Participant~~ Client within fourteen (14) calendar days of admission ~~into the~~  
 36 ~~Program, which.~~ The client-centered treatment plan shall be based upon the ~~Participant's~~ Client's needs  
 37 as identified in the assessment process. ~~Each treatment plan~~ and shall include goals and objectives with

1 specific measurable tasks outlining what the Client is to complete. CONTRACTOR and Client shall  
 2 collaborate on a treatment plan that shall include identification of a minimum of three (3) problem areas,  
 3 including a drug and/or alcohol problem, long ~~term~~ and short term individualized goals for addressing  
 4 the identified needs with action steps, target dates and dates of resolution for each. As a part of their  
 5 treatment plan, Participants Clients will be actively involved in outside activities. Participants' Clients'  
 6 treatment plan shall clearly outline the expectations, responsibilities and steps taken to successfully earn  
 7 Resocialization/Re-Entry privileges. ~~Every fourteen (14) calendar days, CONTRACTOR shall review~~  
 8 ~~with the Participant Client, and document in the progress notes, the Participant's Client's progress on the~~  
 9 ~~treatment plan. CONTRACTOR shall update the treatment plan when a change in problem~~  
 10 ~~identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days after~~  
 11 ~~signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter, whichever~~  
 12 ~~comes first, when there is a change in problem identification or focus of treatment.~~

13 6 f. Structured Therapeutic Activities – HIV Residential ~~recovery services~~ Substance Use  
 14 Disorder Treatment Services shall consist of a minimum of twenty (20) hours of structured activity per  
 15 week ~~of which Participants~~. Of this, Clients must engage in a minimum of fourteen (14) hours of  
 16 ~~therapeutic activity~~ Therapeutic Activity per week ~~and, which~~ shall include, at a minimum, the  
 17 following:

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

20 2) ~~b.~~ Group Counseling – CONTRACTOR shall provide counseling and  
 21 intervention within a group setting to Participants Clients. Group interventions and activities may  
 22 include, but are not limited to, process groups, seminars and educational groups, house and community  
 23 group meetings, ~~self-help meetings~~ and practical life and social skills. CONTRACTOR shall provide  
 24 health education services which provide knowledge and skills to prevent the transmission of HIV.

25 7. 3) Self Help Meetings – CONTRACTOR shall provide access and  
 26 ~~balanced~~ exposure to on-site and off-site self-help support meetings, non-spiritual and spiritual, such as  
 27 Alcohol Anonymous, Narcotics Anonymous, and Smart Recovery. For example, if a Big Book (AA)  
 28 study is offered, then a Basic Text (NA) study must also be offered. If NA or AA meetings are  
 29 primarily offered on-site, clients should also be given the opportunity, if possible, to attend NA or AA  
 30 meetings off-site on those days. CONTRACTOR shall ensure that various self-help reading materials  
 31 are provided on-site and easily accessible to Participants Clients.

32 8 g. Structured Non-Therapeutic Activities – CONTRACTOR shall provide a minimum of  
 33 six (6) hours of ~~non-structured therapeutic activity~~ Non-Therapeutic Activity per week that includes  
 34 work, school, and volunteer hours outside the facility Facility, chores, and ~~recreational activities.~~  
 35 ~~Recreational activity~~ recreation and socialization ~~services for Participants~~ activities. Activities may  
 36 include, but not be limited to:

37 a. Teach 1) Teaching the concepts of rules, teamwork and sportsmanship; and



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

9 ~~h. Treatment Activities:~~

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

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

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

11 ~~10. Resocialization:~~

12 ~~a. As part of the Resocialization process, CONTRACTOR staff shall finalize exit plans~~  
 13 ~~with the Participant.~~

14 ~~i. Resocialization/Re-Entry~~

15 ~~1) b. During Resocialization/Re-Entry, CONTRACTOR shall obtain~~  
 16 documentation from ~~Participants~~ ~~Clients~~ regarding efforts to obtain employment.

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

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

22 ~~j. Successful Completion~~ ~~11. Case Management~~ ~~CONTRACTOR shall~~

23 ~~provide case management services by contacting outside agencies and making referrals for services~~  
 24 ~~outside the scope of comprehensive substance use disorder services as identified in the Participant's~~  
 25 ~~treatment/recovery plan as necessary to the Participant's recovery. Such concomitant services include~~  
 26 ~~academic education, vocational training, medical and dental treatment, pre and post counseling and~~  
 27 ~~testing for infectious diseases, legal assistance, job search assistance, financial assistance, childcare, and~~  
 28 ~~self-help programs such as twelve (12)-step programs. Said linkages, referrals and follow-up are to be~~  
 29 ~~documented in the Participant file.~~

30 ~~12. Graduation~~ CONTRACTOR shall consider all ~~Participants~~ ~~Clients~~ to be graduated upon  
 31 completion of ~~all their residential treatment program in accordance with their Treatment Plan.~~ ~~plan goals.~~

32 ~~13 k. Transition/Exit Planning - Contractor~~ CONTRACTOR shall begin discharge planning  
 33 immediately after enrollment. CONTRACTOR shall develop ~~an~~ a formal exit plan with the  
 34 ~~Participant~~ ~~Client~~ no later than fourteen (14) calendar days prior to ~~Participant's~~ ~~Client's~~ successful  
 35 completion of the program. The ~~transition/~~exit plan shall be completed and signed by CONTRACTOR  
 36 ~~staff and Participant~~ ~~Client~~. The ~~transition/~~exit plan shall ~~include:~~ ~~be documented in the Client's chart~~  
 37 ~~and shall:~~

~~a. Identifying the Participant's achievements while in the Residential Recovery Program such as meeting or progressing towards educational or vocational goals;~~

~~b. A strategy or strategies \_\_\_\_\_ 1) Include a plan to assist the Participant/Client in maintaining a substance use/continued alcohol and drug free lifestyle;~~

~~c. A continuing \_\_\_\_\_ 2) Address goals on the treatment exit plan that includes linkage; and referral of the Participant~~

~~\_\_\_\_\_ 3) Include referrals to appropriate services, resources such as outpatient treatment, 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.~~

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

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

~~14~~ 1. Discharge Summary – CONTRACTOR shall develop written procedures regarding Participant/Client 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; and

~~15~~ 8) A description of the Client's goals and achievement towards those goals as described in the Client's treatment plan.

~~m. 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.~~

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

~~16~~ o. Support Services – CONTRACTOR shall provide housekeeping, which may be done by Clients; laundry; access; and maintenance, ~~and arrangements for emergency and non-emergency medical services.~~

p ~~17. Other Services:~~

~~a. Health education services which provide knowledge and skills to prevent the transmission of HIV.~~

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

~~q c. Relapse Prevention – Individual and group sessions to reinforce sobriety status, regardless of Participant's position in phase structure of program or during aftercare, which shall be unlimited.~~

~~d. Information and Referral Services~~ – Information referrals for Participant Client, regarding community resources for substance use disorder prevention, treatment and HIV services.

~~e. Network and Support Building~~ – Alumni support and networking ~~through a peer, co-facilitated graduate group,~~ which includes ~~social~~ activities and social events to keep alumni linked to ~~available services~~ ongoing support.

~~18 s. Health, Medical, Psychiatric, and Emergency Services:~~

~~a. –~~ CONTRACTOR shall ensure that all persons admitted for ~~residential treatment services~~ HIV Residential Substance Use Disorder Treatment Services have a health questionnaire completed using form DHCS 5103 form, or may develop their own form provided it contains, at a minimum, the information requested in the DHCS 5103 form.

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

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

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

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

a) CONTRACTOR shall obtain a copy of Participant's Client's medical clearance or release prior to Participant's Client's admission to the program when applicable ~~as listed in 15.a.2.~~

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

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

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

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

6 ~~e. COUNTY shall provide necessary medical care for Participants living with~~  
7 ~~HIV and/or AIDS.~~

8 ~~19~~ f) CONTRACTOR shall provide TB services to the Clients by  
9 referral to the COUNTY or another appropriate provider. TB services shall be provided within seven  
10 (7) calendar days of admission. These TB services shall consist of the following:

11 (1) Counseling with respect to TB;

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

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

17 t. Transportation Services:

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

22 1 a) Ambulance transportation shall be used for services requiring immediate  
23 attention for a ~~Participant~~ Client due to any sudden or serious illness or injury requiring immediate  
24 medical attention, where delay in providing such services may aggravate the medical condition or cause  
25 the loss of life.

26 ~~2~~  
27 b) When any ~~Participant~~ Client needs non-emergency transportation as identified  
28 in  
29 Subparagraph ~~16.b.r.2)~~ below, and CONTRACTOR cannot transport ~~Participant within a timely~~  
30 ~~manner~~ Client due to unforeseen circumstances including, but not limited to, staffing constraints,  
31 CONTRACTOR vehicle access ~~or Participant's~~ within a timely manner or Client's physical condition  
32 and/or limitations.

33 3 c) CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation  
34 Call Log to request transportation services from Ambulance Providers designated for transportation  
35 within the city of the CONTRACTOR's facility for each said month as identified on the log.

36 4 d) CONTRACTOR shall use its best efforts to contact Ambulance Providers  
37 identified on the Monthly Rotation Call Log as those providers who offer van transportation services if

1 and when an ~~emergency situation occurs and an~~ ambulance is not required.

2 ~~5~~ e) CONTRACTOR shall be held liable and may be billed by the Ambulance  
3 Provider for services requested by CONTRACTOR that are deemed inappropriate for use and not a  
4 covered service under this section by the COUNTY.

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

6 ~~1)~~ ~~CONTRACTOR~~ shall transport ~~Participant~~ Client, either in CONTRACTOR's  
7 own, or COUNTY loaned, vehicle to locations that are considered necessary and/or important to the  
8 ~~Participant's~~ Client's recovery plan including, but not limited to, Social Security Administration offices  
9 for ~~SSI~~ Supplemental Security Income benefits and for non-emergency medical or mental health services  
10 not identified in Subparagraph ~~16.a.2.r.1).~~ above, that require treatment at a physician office, urgent  
11 care, or emergency room when an ambulance provider is  
12 not necessary or required for transportation based on the level of severity and/or services required by the  
13 ~~Participant.~~

14 ~~2)~~ ~~Client.~~ Client. CONTRACTOR shall be responsible for providing ~~supervised~~  
15 transportation to and from COUNTY contracted methadone programs, and to other sources of medical  
16 or dental care not requiring use of COUNTY's emergency transportation program. ~~Such requirement~~  
17 ~~may be waived for Participant in Re Entry and Externalization Phase of the residential treatment~~  
18 ~~program, consistent with re-entry planning as defined in the Program Protocol.~~

19 ~~E.~~ SUBSTANCE USE ~~F.~~ ALCOHOL AND/OR DRUG SCREENING

20 1. CONTRACTOR shall have a written policy and procedure statement regarding drug  
21 screening that includes random drug and/or alcohol ~~testing~~ screen at a minimum of one (1) time per  
22 month for the first thirty (30) calendar days and two (2) times per month for the remaining term of the  
23 ~~Agreement~~ agreement for all ~~Participants~~ Clients. All urine specimen ~~collection~~ collections shall be  
24 observed by same sex staff. This policy shall be approved by ADMINISTRATOR. CONTRACTOR  
25 shall:

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

28 b. Document results of the drug screening in the ~~Participant's files~~ Client's record.

29 2. In the event CONTRACTOR wishes to utilize ~~the~~ a COUNTY-contracted laboratory for  
30 drug screening purposes, CONTRACTOR shall collect and label samples from ~~Participant with~~  
31 ~~approval of COUNTY.~~ Clients. Such testing shall be provided at COUNTY's expense. \*\*Testing for  
32 substances not included in the County laboratory contract must be approved in advance by  
33 ADMINISTRATOR.

34 3. In the event that any ~~Participant~~ Client of CONTRACTOR receives a drug test result  
35 indicating any substance ~~use~~ abuse, CONTRACTOR shall formulate and implement a plan of corrective  
36 action which shall be documented in the ~~Participant~~ Client record. CONTRACTOR shall notify  
37 ADMINISTRATOR within two (2) business days of receipt of such ~~drug~~ test results via incident report

1 and the corrective action to be taken by the ~~Participant~~Resident or Client if the ~~Participant~~Client is  
2 allowed to remain in the program.

### 3 FG. PERFORMANCE OUTCOMES

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

#### 9 2. Performance Outcome Objectives:

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

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

16 2) Completion ~~Rates~~Rate of fifty percent (50%) or greater. This shall be calculated  
17 by using the number of ~~Participants~~Clients successfully completing ~~the~~an individualized SUD treatment  
18 ~~program~~plan in the evaluation period year divided by Number of Clients engaged in SUD treatment and  
19 care services in the evaluation period.

20 b. ~~the total~~Objective 2: HIV Viral Load Suppression rate of sixty percent (60%) or  
21 greater. This shall be calculated by the number of ~~Participants discharged~~Clients with diagnosis of HIV,  
22 at least one (1) medical visit in the evaluation period, and an HIV viral load less than two hundred (200)  
23 copies/mL at last HIV viral load test during the evaluation period-

24 , divided by the number of Clients with diagnosis of HIV and at least one (1) medical visit in the  
25 evaluation period.

26 ~~\_\_\_\_\_ b. \_\_\_\_\_ c. Objective 2: CONTRACTOR shall have the Participant complete~~  
27 ~~the CESI for eighty percent (80%) of Participants at time of intake, and the CEST shall be completed at~~  
28 ~~mid-point and at completion for those Participants receiving at a minimum forty-five (45) calendar days~~  
29 ~~of treatment.~~

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

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

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

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

Objective 3: An Aftercare Plan completion rate of 85% or higher. This shall be calculated by the number of Clients who have developed an individualized after care plan including but not limited to relapse prevention, life skills and vocational support, and continuing care support, divided by the number of Clients who have successfully completed an SUD treatment plan in the evaluation period.

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

- 1) Reduce waiting times
- 2) Reduce no-shows
- 3) Increase admissions
- 4) Increase continuation in treatment

~~G. MEETINGS CONTRACTOR's Executive Director or designee shall participate, when requested, in meetings facilitated by~~ H. CONTRACTOR and ADMINISTRATOR related may mutually agree, in writing, to modify the provision Services paragraph of services pursuant this Exhibit A to the Agreement.

**IX. STAFFING**

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

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

~~J. NON-SMOKING POLICY CONTRACTOR shall establish a written non-smoking policy, which shall be reviewed and approved by~~ CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, for period one and two, which shall be equal to an average of forty (40) hours worked per week:

STAFF

FTEs

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TOTAL FTEs

~~1. ADMINISTRATOR. At a minimum, the non-smoking policy shall specify the facility is "smoke free" and designated smoking areas are outside the facility. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth above.~~

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

- ~~1. sign in logs;~~
- ~~2. visitation hours; and~~
- ~~3. designated visiting areas at the facility.~~

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

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

~~M. GOOD NEIGHBOR POLICY CONTRACTOR shall establish a Good Neighborhood 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.~~

~~N. 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 the Agreement.~~

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

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

~~d. Tokens 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.~~

#### ~~VIII. STAFFING~~

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

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

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

~~C. CONTRACTOR shall make its best effort to provide services pursuant to the 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.~~

D. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing

1 services pursuant to ~~the~~this Agreement, interns shall be Master's Candidates in Counseling or Social  
 2 Work or have a Bachelor's Degree in a related field or be participating in any state recognized counselor  
 3 certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each  
 4 ten (10) hours of work by interns or consistent with school or licensing Board requirements.  
 5 CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions  
 6 or work contracts. Volunteer or student intern services may not comprise more than twenty percent  
 7 (20%) of the services provided, unless approved in advance by ADMINISTRATOR.

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

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

26 ~~approval mechanism at their discretion. The results of the fingerprinting will be sent directly from the~~  
 27 ~~Department of Justice to the CONTRACTOR. Results must remain in staff file.~~

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

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

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

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

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

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

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

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

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

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

15 a. infectious disease recognition,

16 b. crisis intervention,

17 c. ~~and to recognize~~ recognizing physical and psychiatric symptoms that require appropriate  
18 referrals to other agencies.

19 2. CONTRACTOR shall ~~develop a written plan~~ ensure that on an annual basis, all program  
20 staff including administrator, volunteers and ~~provide ongoing training~~ interns having direct contact with  
21 Clients shall complete:

22 a. County Annual Provider Training;

23 b. County Annual Compliance Training;

24 c. Training on topics related to alcohol and drug use ~~on an annual basis. All staff training~~  
25 ~~shall be documented and maintained as part of the training plan;~~ and

26 ~~— H. Substance Use Disorder Staffing levels and qualifications shall meet the requirements of the~~  
27 ~~State, Department of Health Care Services (DHCS) Counselor Certification Standards for California. All~~  
28 ~~staff providing services shall be registered, licensed and/or certified in accordance with state~~  
29 ~~requirements and professional guidelines as applicable. At minimum, one (1) licensed clinician must be~~  
30 ~~hired full time to provide counseling services. Dual diagnosed Participants must be part of licensed staff~~  
31 ~~easeload. The licensed clinician shall provide group counseling services, and provide supervision to~~  
32 ~~non-licensed counseling staff.~~

33 ~~— I~~ d. Minimum one hour training in cultural competence.

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

36 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
37 Staffing Paragraph of this Exhibit A to the Agreement.

1 EXHIBIT B  
 2 TO AGREEMENT FOR PROVISION OF  
 3 HIV RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 «UC\_PROV»  
 8 «UC\_NAME»\_«UC\_DBA»  
 9 JULY 1, 2015 2017 THROUGH JUNE 30, 2017 2019

10  
 11 I. BUSINESS BUSINESS ASSOCIATE CONTRACT

12 A. GENERAL PROVISIONS AND RECITALS

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

18 ~~45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.~~

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

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

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

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

35 6. The ~~parties~~ Parties understand that the HIPAA Privacy and Security rules, as defined below  
 36 in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the  
 37 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the

1 terms of this Business Associate Contract and the applicable standards, implementation specifications,  
 2 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,  
 3 with respect to PHI and ~~ePHI~~ electronic PHI created, received, maintained, transmitted, used, or  
 4 disclosed pursuant to the Agreement.

## 5 B. DEFINITIONS

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

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

### 12 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

37 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45

1 CFR § 160.103.2 ~~45 CFR § 160.103.~~3 6. “Health Care Operations” shall have the meaning given to such term under the HIPAA  
4 Privacy Rule in 45 CFR § 164.501.5 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in  
6 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
7 with 45 CFR § 164.502(g).8 8. “Physical Safeguards” are physical measures, policies, and procedures to protect  
9 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural  
10 and environmental hazards, and unauthorized intrusion.11 9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually  
12 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.13 10. “PHI” shall have the meaning given to such term under the HIPAA regulations in  
14 45 CFR § 160.103.15 11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy  
16 Rule in 45 CFR § 164.103.17 12. “Secretary” shall mean the Secretary of the Department of ~~HHS~~ Health and Human Services  
18 or his or her designee.19 13. “Security Incident” means attempted or successful unauthorized access, use, disclosure,  
20 modification, or destruction of information or interference with system operations in an information  
21 system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans,  
22 “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by  
23 CONTRACTOR.24 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of ePHI at  
25 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.26 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in  
27 45 CFR § 160.103.28 16. “Technical safeguards” means the technology and the ~~P&P~~ policy and procedures for its  
29 use that protect ePHI and control access to it.30 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,  
31 unreadable, or indecipherable to unauthorized individuals through the use of a technology or  
32 methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.33 18. “Use” shall have the meaning given to such term under the HIPAA regulations in  
34 45 CFR § 160.103.35 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:36 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to  
37 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required

1 by law.

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

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

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

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

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

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

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

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

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

~~45 CFR § 164.528.~~

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

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

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

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

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

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



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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
 36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
 37 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  
 8 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
 9 COUNTY 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) days of vendor release. Applications and systems that  
 27 cannot be patched due to operational reasons must have compensatory controls implemented to  
 28 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) days, preferably every sixty (60) days.  
 36 Passwords must be changed if revealed or compromised.

37 Passwords must be composed of characters from at least three (3) of the following four (4) groups from

1 the standard keyboard:

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

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

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

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

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

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

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

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

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

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

37 //

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

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

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

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

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

## 22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

### 28 H. PROHIBITED USES AND DISCLOSURES

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

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



~~42 USC § 17935(d)(2).~~

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C  
 TO AGREEMENT FOR PROVISION OF  
 HIV RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 «UC\_PROV»  
 «UC\_NAME» «UC\_DBA»  
 JULY 1, 2015 2017 THROUGH JUNE 30, 2017 2019

**I. 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 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~~breach of unsecured  
 30 DHCS PI and PII or security incident in accordance with Subparagraph F.1 of the Business Associate  
 31 Contract, Exhibit BC 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.

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