

AGREEMENT FOR PROVISION OF
 ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.
 ORANGE COUNTY DEPARTMENT OF EDUCATION
 JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2017

THIS AGREEMENT entered into this 1st day of July ~~2012~~2014, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A. ORANGE COUNTY DEPARTMENT OF EDUCATION, a California governmental organization (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Alcohol and Other Drug Abuse Prevention Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2014 through June 30, ~~2014~~2017
 Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015
 Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016
 Period Three means the period from July 1, 2016 through June 30, 2017

Maximum Obligation:

Period One Maximum Obligation:		\$157,866
Period Two Maximum Obligation:		157,866
Period Three Maximum Obligation:		157,866
TOTAL CONTRACT MAXIMUM OBLIGATION:	\$315,732	\$473,598

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~Renee Hendrick~~ Orange County Superintendent of Schools a.k.a.
~~Assistant Superintendent, Administrative Services~~
 Orange County Department of Education
 200 Kalmus Drive
 Costa Mesa, ~~CA~~ California 92628-9050

~~CONTRACTOR's Insurance Coverages:~~

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence

<u>1</u>		\$2,000,000 aggregate
<u>2</u>	Automobile Liability, including coverage	\$1,000,000 per occurrence
<u>3</u>	for owned, non-owned and hired vehicles	
<u>4</u>	Workers' Compensation	Statutory
<u>5</u>	Employer's Liability Insurance	\$1,000,000 per occurrence
<u>6</u>		
<u>7</u>	Sexual Misconduct	\$1,000,000 per occurrence
<u>8</u>	Renee Hendrick, Assistant Superintendent of Administrative Services	
<u>9</u>	RHendrick@ocde.us	
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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	A. AA Alcoholics Anonymous	
2	B. AOD ADP Department of Alcohol and Other Drugs <u>Drug Programs</u>	
3		
4	B. AES	Advanced Encryption Standard
5	C. ARRA	American Recovery and Reinvestment Act
6	D. ASRS	Alcohol and Drug Programs Reporting System
7	E. CA Cocaine Anonymous <u>BCP</u>	<u>Business Continuity Plan</u>
8	F. CalOMS	California Outcome <u>Outcomes</u> Measurement Service for Prevention <u>System</u>
9	G. CAP Corrective Action Plan	
10	H. CCC	California Civil Code
11	H. I. <u>CCR</u>	California Code of Regulations
12	I. CD/DVD	Compact Disc/Digital Video or Versatile Disc
13	J. CEO	County Executive Office
14	K. CFDA	Catalog of Federal Domestic Assistance
15	L. CFR	Code of Federal Regulations
16	M. CHHS	California Health and Human Services Agency
17	N. K. <u>CHPP</u>	<u>COUNTY HIPAA Policies and Procedures</u>
18	L. CHS Correctional Health Services	
19	M. D/MC Drug/Medi-Cal	
20	N. DDA Dual Diagnosis Anonymous	
21	O. DHCS Department of Health Care Services	
22	O. CMPPA	Computer Matching and Privacy Protection Act
23	P. COI	Certificate of Insurance
24	Q. DoD	US Department of Defense
25	R. DPFS	Drug Program Fiscal Systems
26	S. DRP	Disaster Recovery Plan
27	T. Q. <u>DRS</u>	<u>Designated Record Set</u>
28	U. EHR	Electronic Health Records
29	V. E-Mail	Electronic Mail
30	W. FAX	Facsimile Machine
31	X. FIPS	Federal Information Processing Standards
32	Y. R. <u>FTE</u>	<u>Full Time Equivalent</u>
33	Z. GAAP	Generally Accepted Accounting Principle
34	AA. S. <u>HCA</u>	<u>Health Care Agency</u>
35	AB. T. <u>HHS</u>	<u>Health and Human Services</u>
36		
37		

<u>1</u>	AC.	U.	HIPAA	Health Insurance Portability and Accountability Act
<u>2</u>	AD.	V.	HSC	California Health and Safety Code
<u>3</u>	AE.	ID		Identification
<u>4</u>	AF.	IEA		Information Exchange Agreement
<u>5</u>	AG.	IOM		Institute of Medicine
<u>6</u>	AH.	W.	MHP	Mental Health Plan
<u>7</u>	X.	NA		Narcotics Anonymous
<u>8</u>	Y.	OCJS		Orange County Jail System
<u>9</u>	Z.	OCPD		Orange County Probation Department
<u>10</u>	AA.	OCR	ISO	Insurance Services Office for Civil Rights
<u>11</u>	AI.	LGBTQI		Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
<u>12</u>	AJ.	NIST		National Institute of Standards and Technology
<u>13</u>	AK.	AB.	OCSD	Orange County Sheriff's Department
<u>14</u>	AC.	OIG		Office of Inspector General
<u>15</u>	AL.	AD.	OMB	Office of Management and Budget
<u>16</u>	AM.	AE.	OPM	Federal Office of Personnel Management
<u>17</u>	AN.	PI		Personal Information
<u>18</u>	AO.	P&P		Policy and Procedure
<u>19</u>	AP.	AF.	PADSS	Payment Application Data Security Standard
<u>20</u>	AG.	PC		State of California Penal Code
<u>21</u>	AH.	PCI DSS		Payment Card Industry Data Security Standard
<u>22</u>	AI.	PHI		Protected Health Information
<u>23</u>	AQ.	AJ.	PII	Personally Identifiable Information
<u>24</u>	AR.	AK.	PRA	Public Record Act
<u>25</u>	AS.	SIR		Self-Insured Retention
<u>26</u>	AT.	The HITECH Act		The Health Information Technology for Economic and Clinical AL.
<u>27</u>	RMS	Recovery and Maintenance Services		
<u>28</u>	AM.	SAMHSA		Substance Abuse and Mental Health Services Administration
<u>29</u>		Health Act,		
<u>30</u>			Public Law 111-005	
<u>31</u>	AU.	AN.	SPF	Strategic Prevention Framework
<u>32</u>	AO.	USC		United States Code
<u>33</u>	AP.	WIC		State of California Welfare and Institutions Code
<u>34</u>		//		
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II. ~~Alteration Of Terms~~ ALTERATION OF TERMS

A. This Agreement, together with ~~Exhibit A~~ Exhibits A, B, and C, attached hereto and incorporated herein ~~by reference~~, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No.~~

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, their officers, employees or agents shall be valid unless made in ~~writing and~~ the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

~~—This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.~~

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

IV. COMPLIANCE

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

1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant ~~policies and procedures~~ HCA P&Ps relating to HCA’s Compliance Program, HCA’s Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR’s Compliance Program Officer as described in Subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award

1 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
2 Compliance Program and Code of Conduct.

3 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
4 shall submit a copy of its Compliance Program, Code of Conduct and relevant P&Ps to
5 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
6 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program and
7 Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet
8 said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code
9 of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all
10 required elements.

11 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
12 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
13 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
14 CONTRACTOR's Compliance Program, Code of Conduct and related P&Ps.

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

19 ~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening P&Ps and
20 screen all Covered Individuals employed or retained to provide services related to this Agreement to
21 ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall
22 be conducted against the General Services Administration's Excluded Parties List System or System for
23 Award Management, the HHS/OIG List of Excluded Individuals/Entities, and the California Medi-Cal
24 Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

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

34 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or~~
35 ~~establish its own, provided CONTRACTOR's Compliance Program has been verified to include all~~
36 ~~required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4.,~~
37 ~~A.5., A.6., and A.7. below.~~

~~2. An~~ 4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if the CONTRACTOR's Compliance Program does not contain all required elements.~~

~~6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.~~

~~7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

~~B. SANCTION SCREENING—CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.~~

~~1. Ineligible Person shall be any individual or entity who:~~

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

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

~~23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.~~

~~34. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.~~

~~45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any~~

1 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
2 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
3 Individual providing services directly relative to this Agreement becomes debarred, excluded or
4 otherwise becomes an Ineligible Person.

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

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

18 ~~7. CONTRACTOR shall promptly return any overpayments within in forty five (45) days~~
19 ~~after the overpayment is verified by the ADMINISTRATOR.~~

20 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
21 and Provider Compliance Training, where appropriate, available to Covered Individuals.

22 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
23 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
24 representative to complete all Compliance Trainings when offered.

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

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

28 4. Each Covered Individual attending training shall certify, in writing, attendance at
29 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
30 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

31 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~
32 ~~by ADMINISTRATOR’s employees and contract providers.~~

33 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
34 ~~ADMINISTRATOR’s Code of Conduct.~~

35 ~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are~~
36 ~~made aware of ADMINISTRATOR’s Code of Conduct.~~

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~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

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

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

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

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

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

V. CONFIDENTIALITY

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

1 B. Prior to providing any services pursuant to this Agreement, all ~~CONTRACTOR~~ members of the
 2 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
 3 volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain
 4 the confidentiality of any and all information and records which may be obtained in the course of
 5 providing such services. ~~The agreement~~ This Agreement shall specify that it is effective irrespective of
 6 all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its
 7 designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

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

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

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

21 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
 22 week, of any suspected or actual breach of computer system ~~security, if the security breach would~~
 23 ~~require notification under CCC §1798.82.~~

24 VI. COST REPORT

25 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, and Period
 26 ~~Two~~ Three, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following
 27 the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare
 28 the Cost Report in accordance with all applicable federal, state and ~~county~~ COUNTY requirements,
 29 ~~generally accepted accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement.
 30 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
 31 and funding sources in accordance with such requirements and consistent with prudent business practice,
 32 which costs and allocations shall be supported by source documentation maintained by
 33 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. ~~In the event~~
 34 ~~CONTRACTOR has multiple Agreements for Period One and Period Two, or for a portion thereof that~~
 35 ~~are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost~~
 36 ~~Report~~ ~~may~~ ~~be~~ ~~required,~~ ~~as~~
 37

~~stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.~~

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

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

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the ~~individual and/or consolidated~~ Cost Report is delivered to ADMINISTRATOR.

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

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

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

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and late penalty, not to exceed ~~the applicable~~COUNTY's Maximum Obligation for each period as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and ~~county~~COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be

#

1 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
2 calendar days of submission of the ~~individual~~-Cost ~~Reports~~Report or COUNTY may elect to reduce any
3 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

12 E. If the ~~individual~~-Cost Report ~~for each period~~ indicates the actual and reimbursable costs of
13 services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than
14 the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR
15 the difference, provided such payment does not exceed the Maximum Obligation of COUNTY ~~for the~~
16 ~~period~~.

17 F. All Cost Reports ~~for each period~~ shall contain the following attestation, which may be typed
18 directly on or attached to the Cost Report:

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

28
29 Signed _____
30 Name _____
31 Title _____
32 Date _____"

33 //

34 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

35 A. CONTRACTOR certifies that it and its principals:

36 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
37 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; ~~and~~

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.

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

VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

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

2. ~~;~~ ~~provided, however,~~ If CONTRACTOR is a for-profit organization, any change in the

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

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

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

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

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

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

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

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

31 4. #

32 ~~B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the~~
33 ~~prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any~~
34 ~~change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a~~
35 ~~change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2)~~
36 ~~month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted~~
37 ~~assignment or delegation in derogation of this paragraph shall be void.~~

~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

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

IX. ~~EMPLOYEE ELIGIBILITY VERIFICATION~~ EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to ~~generally accepted accounting principles~~ GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting

1 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 2 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 3 purchased asset in an Equipment inventory.

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

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

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

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

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

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

26 I. Equipment purchases shall not exceed \$50,000 annually.

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

28 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 29 with ~~Exhibit~~ Exhibits A, B, and C to this Agreement. COUNTY shall compensate, and authorize, when
 30 applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
 31 Agreement with at least the minimum number and type of staff which meet applicable federal and state
 32 requirements, and which are necessary for the provision of the services hereunder.

33 B. In the event that CONTRACTOR is unable to provide services, staffing, facilities, or supplies,
 34 ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation. The reduction
 35 to the Total Maximum Obligation shall be in an amount proportionate to the number of days in which
 36 CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.
 37

XII. INDEMNIFICATION AND INSURANCE

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

B. ~~Without limiting~~ Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at ~~CONTRACTOR’s indemnification, it is agreed~~ expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that ~~CONTRACTOR shall~~ the insurance provisions of this Agreement have been complied with and to maintain ~~in force at all times~~ such insurance coverage with COUNTY during the ~~entire~~ term of this Agreement ~~a policy, or policies, of insurance covering its operations.~~ In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as ~~specified in the Referenced Contract Provisions of this Agreement.~~ set forth herein for CONTRACTOR.

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

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

E. QUALIFIED INSURER

1. ~~CONTRACTOR is a~~ The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have 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).

2. ~~hospital or government entity, CONTRACTOR may elect to self insure for the insurance coverage required by this Agreement. CONTRACTOR shall provide COUNTY, before commencement of services under this Agreement, a letter of self insurance verifying all the stated coverage minimums and comparable terms. In the event the CONTRACTOR becomes commercially insured, the~~

//
//

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

4 F. The policy or policies of ~~commercial~~ insurance maintained by CONTRACTOR shall provide
 5 the minimum limits and coverage as ~~specified in this Agreement.~~ set forth below:

6 ~~C. All insurance policies except~~

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation and Employer's	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

7 G. REQUIRED COVERAGE FORMS

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

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

12 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
 13 following ~~clauses~~ endorsements, which shall accompany the COI:

14 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
 15 as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as
 16 Additional Insureds.

17 2. ~~1. "The County of Orange is included as an additional insured with respect to the
 18 operations of the named insured performed under contract with the County of Orange."~~

19 A primary non-contributing endorsement evidencing ~~2. "It is agreed that the
 20 CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County
 21 of Orange shall apply in be excess of, and not contribute with, insurance provided by this policy." non-
 22 contributing.~~

23 ~~3. "This insurance shall not be canceled, limited or non renewed until after thirty (30)
 24 calendar days written notice has been given to Orange County HCA/Contract Development and
 25~~

1 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

2 ~~I — D. Certificates of insurance and endorsements evidencing the above coverages and clauses~~
3 ~~shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

4 #

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

9 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
10 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
11 elected and appointed officials, officers, agents and employees.

12 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar day
13 notice in the event of cancellation and ten (10) calendar day notice for non-payment of premium. This
14 shall be evidenced by policy provisions or an endorsement separate from the COI.

15 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
16 shall agree to maintain professional liability coverage for two years following completion of this
17 Agreement.

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

20 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
21 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
22 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
23 adequately protect COUNTY.

24 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
25 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
26 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
27 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
28 remedies.

29 //

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

33 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

37 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding

1 changes to any of the insurance types as set forth in Subparagraph F. of the Indemnification and
2 Insurance Paragraph of this Agreement.

3 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
4 in the Referenced Contract Provisions of this Agreement.

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

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

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

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

18 4. ~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be~~
19 ~~issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

20
21 In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent,
22 be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and
23 endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

24
25 **XIII. ~~INSPECTIONS AND AUDITS~~ INSPECTIONS AND AUDITS**

26 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
27 of the State of California, the Secretary of the United States Department of ~~Health and Human~~
28 ~~Services~~ **HHS**, the Comptroller General of the United States, or any other of their authorized
29 representatives, shall have access to any books, documents, and records, including but not limited to,
30 financial statements, general ledgers, relevant accounting systems, medical and client records, of
31 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
32 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
33 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this
34 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services
35 provided pursuant to this Agreement, and the premises in which they are provided.

36 B. CONTRACTOR shall actively participate and cooperate with any person specified in
37 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

9 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
10 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
11 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
12 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
13 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
14 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
15 reimbursement due COUNTY.

16 D. CONTRACTOR shall employ retain a licensed certified public accountant, who will prepare and
17 file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures
18 as may be required during the term of this Agreement.

19 ~~E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an~~
20 ~~annual Single Audit as required by OMB Circular A-133. CONTRACTOR shall forward the Single~~
21 ~~Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.~~

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

26
27 **XIV. LICENSES AND LAWS**

28 A. CONTRACTOR, its officers, agents, employees, affiliates and subcontractors shall, throughout
29 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
30 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
31 required by the laws and regulations and requirements of the United States, the State of California,
32 COUNTY, and any all other applicable governmental agencies. CONTRACTOR shall notify
33 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
34 pendency of an appeal, such any hearings or appeals, permits, licenses, approvals, certificates,
35 accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

36 ~~B.~~ B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

37 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days

1 of the award of this Agreement:

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

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

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

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

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

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

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

23 1. ARRA of 2009.

24 2. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
25 Manual.

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

28 ~~3.~~ 4. HSC, Divisions 10.5 and 10.6.

29 5. ~~4.~~ HSC, §§11758.40 through 11758.47.

30 56. HSC, §§11839 through 11839.22.

31 ~~6. HSC, §11864.~~

32 ~~7. HSC, §11864.~~

33 8. HSC, §11876(a).

34 89. HSC, §§123110 through 123149.5.

35 910. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.

36 ~~10~~11. Title 2, CFR 376, ~~Nonprocurement~~ Non-procurement, Debarment and Suspension.

37 ~~11~~12. 41 CFR, Public Contracts and Property Management.

- ~~1~~ ~~12~~13. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- ~~2~~ ~~13~~14. 45 CFR 93, New Restrictions on Lobbying.
- ~~3~~ ~~14~~15. 45 CFR 96.127(a), "Requirements regarding Tuberculosis."~~22~~
- ~~4~~ ~~15~~16. 45 CFR 96.132(e), Additional Agreements.
- ~~5~~ ~~16~~17. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- ~~6~~ ~~17~~18. 45 CFR 160, General Administrative Requirements.
- ~~7~~ ~~18~~19. 45 CFR 162, Administrative Requirements.
- ~~8~~ ~~19~~20. 45 CFR 164, Security And Privacy.
- ~~9~~ ~~20~~21. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- ~~10~~ ~~21~~22. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds
- ~~11~~ to influence certain federal contracting and financial transactions.
- ~~12~~ ~~22~~23. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- ~~13~~ ~~23~~24. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and
- ~~14~~ Mental Health Services Administration.
- ~~15~~ ~~24~~25. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- ~~16~~ ~~25~~26. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for
- ~~17~~ health services facilities and organizations.
- ~~18~~ ~~26~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative
- ~~19~~ Simplification.
- ~~20~~ ~~27~~28. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on
- ~~21~~ Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- ~~22~~ ~~28~~. ~~29~~. 42 USC 6101, Age Discrimination Act of 1975.
- ~~23~~ ~~30~~. ~~29~~. 42 USC 2000d, Civil Rights.
- ~~24~~ ~~30~~31. 42, Part 54, "Charitable choice regulations applicable to states receiving substance
- ~~25~~ abuse prevention and treatment block grants and/or projects for assistance in transition from
- ~~26~~ homelessness grants."
- ~~27~~ ~~31~~32. 8 USC, 1324, Immigration Reform & Control Act, 1986.
- ~~28~~ ~~32~~33. CCC §§56 through 56.37, Confidentiality of Medical Information.
- ~~29~~ ~~33~~34. CCC §§1798.80 through 1798.82, Customer Records.
- ~~30~~ ~~34~~35. CCC §1798.85, Confidentiality of Social Security Number.
- ~~31~~ ~~35~~36. CCR, Title 9, Division 4; and Title 22.
- ~~32~~ ~~36~~. ~~37~~. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
- ~~33~~ ~~38~~. ~~37~~. U.S. Department of ~~Health and Human Services~~ HHS Grants Policy Statement.
- ~~34~~ //
- ~~35~~ //
- ~~36~~ //
- ~~37~~ ~~38~~. ~~Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol~~

~~and Drug Programs, 2003.~~

~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

~~#~~

~~#~~

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

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

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

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

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

XV. LITERATURE AND ADVERTISEMENTS AND SOCIAL MEDIA

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

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

C. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this

1 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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

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

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

15
16 **XVI. MAXIMUM OBLIGATION**

17 A. The Total Maximum Obligations of COUNTY for services provided in accordance with this
18 Agreement and the separate Maximum Obligations for Period One, Period Two, and Period ~~Two~~
19 ~~are~~ Three as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
20 Subparagraph B. below.

21 B. Upon written request by CONTRACTOR, and at the sole discretion of ADMINISTRATOR,
22 ADMINISTRATOR may increase or decrease the Period One, Period Two, and Period Three Maximum
23 Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum
24 Obligation of COUNTY as specified in the Referenced Contract Provision of this Agreement.

25 //

26 **XVII. NONDISCRIMINATION**

27 A. EMPLOYMENT

28 1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered
29 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
30 of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national
31 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
32 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall
33 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or
34 applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color,
35 creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or
36 physical or mental disability.

37 //

1 2. CONTRACTOR ~~CONTRACTOR shall warrant that the evaluation and treatment of~~
2 ~~employees and applicants for employment are free from discrimination~~ and its Covered Individuals shall
3 ~~not discriminate against employees or applicants for employment~~ in the areas of employment,
4 promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
5 pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

12 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
13 ~~and/or subcontractor~~ shall state that all qualified applicants will receive consideration for employment
14 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
15 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
16 Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity~~
17 ~~employer."~~ term EOE.

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

23 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not
24 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
25 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
26 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
27 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
28 §1688; Title VI of the Civil Rights Act of 1964
29 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,
30 Chapter 6, Article 1 (§10800, et seq.) of the ~~CCR~~ California Code of Regulations, as applicable, and all
31 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state
32 law and regulations, as all may now exist or be hereafter amended or changed.

33 ~~1.~~ 1. For the purpose of this ~~Subparagraph B.,~~ Nondiscrimination Paragraph, Discrimination
34 includes, but is not limited to the following based on one or more of the factors identified above:

- 35 ~~a1.~~ a1. Denying a client or potential client any service, benefit, or accommodation.

36 #
37 //

~~b~~ 2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.

~~e~~ 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

~~d~~ 4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

~~e~~ 5. Assignment of times or places for the provision of services.

~~C. COMPLAINT PROCESS~~ ~~2. Complaint Process~~ – CONTRACTOR shall establish procedures for advising all clients through a written statement that ~~CONTRACTOR's~~ ~~CONTRACTOR~~ and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, ADMINISTRATOR, and/or the U.S. Department of ~~Health and Human Services'~~ HHS' OCR. ~~CONTRACTOR's statement shall advise clients of the following:~~

~~a. In those cases where the client's complaint is filed initially with the OCR, the OCR may proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.~~

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

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

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

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

~~E~~ //

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

5
6 **XVIII. NOTICES**

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

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

12 2. When faxed, transmission confirmed;

13 3. When sent by Email; or

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

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

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

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

26 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~
27 ~~Paragraph of this Agreement.~~

28
29 **XIX. NOTIFICATION OF DEATH**

30 ~~A. NON TERMINAL ILLNESS DEATH~~

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

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

36 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
37 telephone immediately upon becoming aware of the death due to non-terminal illness of any person

1 served ~~hereunder~~ pursuant to this Agreement; provided, however, weekends and holidays shall not be
2 included for purposes of computing the time within which to give telephone notice and, notwithstanding
3 the time limit herein specified, notice need only be given during normal business hours.

4 2. ~~In addition,~~ WRITTEN NOTIFICATION

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

9 b. TERMINAL ILLNESS – ~~3. The telephone report and written~~
10 ~~Notification of Non-Terminal Illness Death shall contain the name of the deceased, the date and time of~~
11 ~~death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or~~
12 ~~employees with knowledge of the incident.~~

13 #

14 #

15 ~~B. TERMINAL ILLNESS DEATH~~

16 ~~1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,~~
17 ~~faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours~~
18 ~~of becoming aware of the death due to terminal illness of any person served hereunder. The Notification~~
19 ~~of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature~~
20 ~~and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~
21 ~~knowledge of the incident~~ pursuant to this Agreement.

22 ~~2C.~~ If there are any questions regarding the cause of death of any person served
23 ~~hereunder~~ pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any
24 unusual circumstances related to the death, CONTRACTOR shall immediately notify
25 ADMINISTRATOR in accordance with ~~Subparagraph A. above~~ this Notification of Death Paragraph.

26
27 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS** **NOTIFICATION OF PUBLIC**
28 **EVENTS AND MEETINGS**

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

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

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XXI. RECORDS MANAGEMENT RECORDS MANAGEMENT AND MAINTENANCE MAINTENANCE

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

1. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Department of ASRS manual.
3. State of California, DPFS manual.
4. State of California, HSC §123145.
5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

#

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

E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

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

1. The medical records and ~~invoice~~ billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

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

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

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

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, ~~notify COUNTY immediately by telephone call plus email or fax upon the discovery of a breach~~ Breach of ~~privacy-unsecured PHI and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or faesimile.~~

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

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

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

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

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

N. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

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

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XXII. SEVERABILITY RESEARCH AND PUBLICATION

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

XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS

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

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

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

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

XXIV. 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.—

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XXV. ~~SPECIAL PROVISIONS~~ 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).
- 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
- 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
- 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- 10. Supplanting current funding for existing services.
- 11. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 12. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
- ~~13. Making cash payments to intended recipients of services through this Agreement.~~
- ~~4. Contracting or subcontracting with any entity other than a public an individual or nonprofit private entity.~~
- ~~5. 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).~~
- ~~6. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.~~
- ~~7. Fundraising.~~

~~8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff or members of the Board of Directors.~~

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~~9. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~

~~10. 14. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.~~

~~11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.~~

~~12. 15. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of the Controlled Substance Act (21 USC 812).~~

~~13. 16. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.~~

~~14. 17. Assisting, promoting, or deterring union organizing.~~

~~15. Severance pay for separating employees.~~

~~16. 18. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.~~

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

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

~~1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's participants.~~

~~2. 1. Funding travel or training (excluding mileage or parking) not approved by ADMINISTRATOR.~~

~~3. Making phone calls outside of the local area unless documented to be directly for the purpose of participant client care.~~

~~4. Payment for grant writing, consultants, Certified Public Accounting certified public accounting, or legal services not approved in advance by ADMINISTRATOR.~~

~~5. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.~~

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

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

XXVI. ~~STATUS OF CONTRACTOR~~ STATUS OF CONTRACTOR

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

XXVII. ~~TERM~~ TERM

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

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

XXVIII. ~~TERMINATION~~ TERMINATION

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

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

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

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

//

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

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

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

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

D. CONTINGENT FUNDING

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

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

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

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

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

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~ pursuant to Subparagraphs B., C. or D. above, ~~Termination~~ CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

13 ~~XXIX. THIRD PARTY BENEFICIARY~~

14 ~~THIRD PARTY BENEFICIARY~~

15 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
16 including, but not limited to, any subcontractors or any clients provided services ~~hereunder~~ pursuant to
17 this Agreement.
18

19 ~~XXX. WAIVER OF DEFAULT OR BREACH~~

20 ~~WAIVER OF DEFAULT OR BREACH~~

21 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
22 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
23 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
24 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
25 Agreement.
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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
State of California.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AKA ORANGE COUNTY DEPARTMENT OF EDUCATION

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____
HEALTH CARE AGENCY

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

BY: _____ DATED: _____
DEPUTY

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; 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.

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AKA ORANGE COUNTY DEPARTMENT OF EDUCATION
 JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2017

I. COMMON TERMS AND DEFINITIONS

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

A 1. CalOMS means the ~~statewide~~ data collection ~~and outcome measurement~~ system ~~for~~ COUNTY and/or direct provider staff to collect, compile and report data to the ADP. The service categories are: 12) Information Dissemination; 13) Education; 15) Problem Identification; and 16) Community Based.

~~— B. Latino means a person whose origin is from Central, South or Latin America or any other Spanish culture (including Spain) regardless of race.~~

~~— C~~ 2. Information Dissemination means the distribution of a collection of facts or data.

3. Linkage to Services means linkage will be made to residential treatment, support services such as self-help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.

D 4. Media Events means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances, such as talk shows or published articles, and also feature some aspect of the provision of alcohol and drug primary prevention services ~~as well as the promotion of drinking norms modification within the Latino community.~~ Media Events do not include brief announcements, advertisements and/or listings in community calendars.

~~E. NIATx means the Network for Improvement of Addiction Treatment model.~~

~~— F~~ 5. Participant means ~~a person~~ an individual enrolled in a program who ~~has an alcohol~~ engages in activities aimed at preventing and/or ~~other drug problem, for whom~~ eliminating the development of a COUNTY approved assessment process and admission for outpatient or residential services, as appropriate, ~~have been completed pursuant to the Agreement.~~ behavioral health condition.

~~— G~~ 6. PII means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data

1 that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and
2 gender.

3 7. Presentation/Speaking Engagement means structured, culturally relevant alcohol and drug
4 related education and prevention activities of at least two (2) hours duration which are directed to
5 service providers, community groups, at-risk groups, and the general population and which address
6 problem areas that have been identified within the ~~Latino~~-community.

7 8. PHI means individually identifiable health information usually transmitted by electronic
8 media maintained in any medium as defined in the regulations or for an entity, such as a health plan,
9 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
10 to the past, present, or future physical or mental health or condition of an individual, provision of health
11 care to an individual, or the past, present, or future payment for health care provided to an individual.

12 9. Unduplicated Participant means an individual who is counted only once, despite how many
13 programs the individual is enrolled in during a contractual agreement period. For example; if a
14 Participant receives individual and group services, they can only be counted once.

15 10. Units ~~H. Program Protocol means the written program description, goals, objectives,~~
16 ~~and policies established by CONTRACTOR for the residential or outpatient treatment program provided~~
17 ~~pursuant to the Agreement.~~

18 ~~I. SPF means SAMHSA's five-step systematic community based approach, which aims to ensure~~
19 ~~that substance abuse prevention programs can and do produce results.~~

20 ~~J. Unit of Service means any activity as described, or otherwise further defined, in Subparagraph~~
21 ~~VI.C., of the number and/or type of activities the CONTRACTOR will fulfill during a contractual~~
22 ~~agreement period.~~

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

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II. BUDGET

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>TWO</u> <u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
— Indirect	\$ 13,168,406	\$ 13,168,406	\$ 26,336,13,406	\$ 40,218
SUBTOTAL	\$ 13,168,406	\$ 13,168,406	\$ 26,336,13,406	\$ 40,218
ADMINISTRATIVE COST				
PROGRAM COSTS				
Salaries	\$ 99,586,113,643	\$ 99,586,113,643	\$ 199,172,113,643	\$ 340,929
Benefits	37,012,25,067	37,012,25,067	74,024,25,067	75,201
Services and Supplies	8,100,5,750	8,100,5,750	16,200,5,750	17,250
SUBTOTAL PROGRAM COST	\$144,698,460	\$144,698,460	\$289,396,144,460	\$433,380
TOTAL GROSS COST	\$157,866	\$157,866	\$315,732,157,866	\$473,598
REVENUES				
SAMSHA	\$157,866	\$157,866	\$315,732,157,866	\$473,598
TOTAL REVENUE	\$157,866	\$157,866	\$157,866	\$473,598
TOTAL MAXIMUM OBLIGATION	\$157,866	\$157,866	\$315,732,157,866	\$473,598

B. BUDGET/STAFFING MODIFICATIONS — CONTRACTOR shall make written application to ADMINISTRATOR, in advance, may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of services care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual

1 impact of the shift as may be applicable to the current contract period and/or future contract periods.
2 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
3 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
4 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
5 may result in disallowance of those costs.

6 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
7 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
8 of service for which payment is claimed in accordance with GAAP, the ASRS Manual, and the DPFS
9 Manual. Any apportionment of or distribution of costs, including indirect costs, to or between programs
10 or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP,
11 the ASRS Manual, and the DPFS Manual. ~~A record of all invoices~~ The Participant eligibility
12 determination and the fee charged to and collected from Participants, if applicable, together with a
13 record of all billings rendered and revenues received from any source, on behalf of Participants served
14 pursuant to the Agreement, must be reflected in CONTRACTOR’s financial records.

15 D. ~~CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)~~ INFORMATION

16 1. The Agreement includes federal funds paid to CONTRACTOR. THE CFDA number(s)
17 and associated information for federal funds paid through the Agreement are as specified below:

18 CFDA Year: ~~2012, 2013~~ 2014
19 CFDA No.: 93.~~958~~ 959
20 Program Title: SAMHSA
21 Federal Agency: HHS
22 Award Name: Block Grants for ~~Community Mental Health~~ Substance Abuse
23 Prevention Services
24

25
26 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
27 OMB Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit
28 requirements within the reporting period specified by OMB Circular A-133.

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

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

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34 III. ~~PAYMENTS~~ PAYMENTS

35 A. COUNTY shall pay CONTRACTOR monthly, in arrears, ~~at~~ the provisional amount of \$13,156
36 per month for ~~Period One and Period Two~~ each period as specified in the Referenced Contract
37 Provisions of this Agreement. All payments are interim payments only, and subject to ~~final~~

~~settlement~~ Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, ~~which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement hereunder~~; provided, however, the total of such payments does not exceed the COUNTY's Maximum Obligation ~~for each period as stated~~ specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and ~~or~~ federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs ~~III.A.2. and III.A.3.~~ below.

2. If, at any time, ~~CONTRACTOR'S~~ CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount ~~payment exceeds~~ payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to ~~CONTRACTOR~~ CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. ~~CONTRACTOR's invoice~~ CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of ~~the~~ each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice ~~form~~.

C. All invoices to COUNTY shall be supported, at ~~CONTRACTOR's~~ CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, ~~cancelled~~ canceled checks, receipts, receiving records, and records- of services provided.

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

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

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

IV. SERVICES REPORTS

A. FISCAL

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

2. 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 described in the Services Paragraph of this 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, and shall include a projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

B. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported.

C. PROGRAMMATIC

1. CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

2. CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California Department of Alcohol and Drug Programs. CONTRACTOR shall comply with CalOMS requirements and report on the service populations as defined in the IOM model.

//
ADMINISTRATOR shall make trainings and technical assistance available for completing CalOMS reports throughout the term of the Agreement.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make

1 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as
2 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information
3 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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

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~~FACILITIES~~ V. SERVICES

A. FACILITY - CONTRACTOR shall arrange and secure for use a minimum of ~~thirteen~~
~~(13)~~ fourteen (14) appropriate facilities for the provision of AOD Prevention Services at the following
locations or any other locations approved by ADMINISTRATOR, as specified below:

Santa Ana Unified School District

- Heroes Elementary School 1111 Civic Center Drive, Santa Ana, CA 92703
- Carr Intermediate School 2120 West Edinger Avenue, CA 92704
- ~~Willard~~ Sierra Intermediate School ~~1342 North Ross~~ 2021 N. Grand, Santa Ana, CA ~~92706~~ 92705
- Community Day School 804 N. Fairview Street, Santa Ana, CA 92703
- Valley High School 1801 South Greenville Street, Santa Ana, CA 92704

ACCESS – Alternative, Community and Correctional Educational Schools ~~and~~
Services/Sites

- Anaheim North 1169 N. E. Euclid Street, Anaheim, CA 92801
- Anaheim West 2933 W. Ball Road, Anaheim, CA 92804
- Skyview Learning Center 345 E. Grove Avenue, Orange, CA 92865
- ~~Mesa Verde~~ ~~1525 Mesa Verde Drive, Costa Mesa, CA 92626~~
- ~~Victoria Harbor~~ South County (ACCESS schools) ~~2165 Harbor Boulevard, Costa Mesa, CA 92627~~
- San Juan 31894 Plaza Drive, San Juan Capistrano, CA 92675
- San Clemente 1300 N. El Camino Real, San Clemente, CA 92672
- Mission Viejo 23436 Madero, Suite 100A, Mission Viejo, CA 92691

Fullerton School District

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Maple Elementary 244 East Valencia Drive, Fullerton, CA 92832

~~Nicolas~~Nicholas Junior High School 1100 West Olive Avenue, Fullerton, CA 92833

Community-Based Family Resource Center

(in place of High School for ~~Fullerton School District~~FSD)

New Alternatives 238 S. Flower Street, Orange, CA 92868

B. CONTRACTOR shall provide services in community-based facilities such as school sites and federal qualified health centers for more effective provision of services to school staff, children/youth, and parent ~~participants~~Participants. CONTRACTOR shall, on the annual basis, assess, review, and propose alternating community-based facilities to ADMINISTRATOR for the provision of AOD Services, and upon review and approval by ADMINISTRATOR, provide AOD Services at alternate community-based facilities.

C. CONTRACTOR shall maintain regularly scheduled service hours, ~~five days~~Monday through Friday 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services during after work and/or after school in the evening hours on weekdays until 8:00 p.m., and on weekends, if necessary, in order to accommodate individualsParticipants unable to participate during regular business hours. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

D. CONTRACTOR’s administrative staff holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

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E. AOD PREVENTION SERVICES

1. CONTRACTOR shall provide AOD Prevention Services to individuals not identified as in need of treatment, as defined in the Federal Register. The Prevention services shall be in compliance with the State SPF and shall include the following tasks:

a. Assessment – CONTRACTOR shall assess the AOD prevention needs of persons in COUNTY and forward the assessment to ADMINISTRATOR within sixty (60) calendar days of initiation of service. The Assessment task shall include the following activities:

- 1) Data collection;
- 2) Assessment and validation of data collected;
- 3) Development of problem statement;
- 4) Identification of potential geographic/community target areas and populations;

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1 5) Assessment of readiness, leadership, cultural competence to implement and sustain
2 policies, programs and practices; and

3 6) Analysis of service gaps.

4 b. Capacity – CONTRACTOR shall ~~mobilize and/or~~ build capacity to increase the
5 program’s effectiveness through building collaborative efforts with prevention coalition/network
6 integration. Capacity shall include the following activities:

7 1) Creation and continuation of partnerships/coalitions;

8 2) Training and education; and

9 3) Participation in substance use prevention meetings and workshops with key
10 stakeholders and service providers.

11 c. Planning – CONTRACTOR shall develop a comprehensive strategic plan that
12 addresses issues/problems and priorities identified during the Assessment and Capacity steps. The
13 Planning step involves applying assessment results to develop a strategic plan that includes policies,
14 programs, and practices to reduce risk factors for, and strengthen protective factors against, substance
15 use and abuse in the target population. CONTRACTOR shall, within sixty (60) calendars days of
16 initiation of services per period as specified in the Referenced Contract Provisions of the Agreement,
17 submit CONTRACTOR’s Strategic Plan to ADMINISTRATOR, unless otherwise stipulated by
18 ADMINISTRATOR.

19 d. Implementation – CONTRACTOR shall implement evidence-based programs and
20 infrastructure activities, which shall include one or more of the following prevention strategies:

21 1) Information Dissemination – CONTRACTOR shall attend and provide prevention
22 services at churches, community centers, community health fairs, business associations, juvenile
23 facilities, schools, and other community information outreach events where large numbers of citizens are
24 in attendance to increase general awareness and knowledge of substance abuse issues and concerns
25 among the citizens of COUNTY. CONTRACTOR shall present alcohol and drug prevention
26 information to the media for dissemination.

27 2) Education and Training – CONTRACTOR shall provide education services, which
28 aim to affect critical life and social skills including decision-making, refusal skills, critical analysis, and
29 systematic judgment abilities. These services involve two-way communication and are distinguished
30 from the Information Dissemination services in Subparagraph IV.E.1.d.1) above by the fact that the
31 interaction between the educator/facilitator and the ~~participants~~ Participants is the basis of the activity.

32 a) Student Groups – CONTRACTOR shall provide prevention education to
33 students referred by school administrators or counselors. The focus of these groups shall be on
34 strengthening each ~~participant's~~ Participant's interpersonal and social skills as well as providing each
35 ~~participant~~ Participant with substance abuse education and resistance skills. CONTRACTOR shall
36 conduct recruitment for education groups at selected schools.

37 b) Parent Groups – CONTRACTOR shall contact parents and families of students

1 who have been referred to student groups to attend a parent group. The focus of these groups shall be on
2 strengthening parenting skills and improving effective family management. The parent groups shall also
3 be advertised through school communications with parents and shall be open to any parent in the
4 community to attend.

5 3) Community-Based Process – CONTRACTOR shall conduct outreach to local
6 community groups and organizations as a means of increasing awareness of the need and importance of
7 drug, alcohol and tobacco use prevention in COUNTY in the context of improving the quality of life in
8 the community.

9 e. Evaluation – CONTRACTOR shall monitor, evaluate, sustain and improve, as needed,
10 the prevention services. This step involves ongoing measurement of process and outcome data, which is
11 used to continuously refine and improve prevention services, effectively apply resources, and
12 appropriately develop the work force. Outcomes will be directly related to each of the Units of Service
13 provided at each of the identified schools as specified in Subparagraph IV.A.1 of this Exhibit A to the
14 Agreement.

15 2. CONTRACTOR shall, per period as specified in the Referenced Contract Provisions
16 Paragraph of the Agreement, provide the following AOD Prevention Units of Service at or on behalf of
17 children/youth, school staff, and/or parents of the ~~thirteen (13)~~ fourteen (14) targeted schools/locations as
18 follows:

19 a. CONTRACTOR shall provide a minimum of one (1), eight (8) to twelve (12) - week
20 AOD prevention curriculum to a minimum of ~~seven~~ one thousand one hundred ~~and fifty (750)~~ (1,100)
21 unduplicated children/youth.

22 b. CONTRACTOR shall provide a minimum of ~~nine (9)~~ ten (10) school staff workshops on
23 child/youth AOD trends and prevention/intervention strategies to a minimum of one hundred and
24 ~~twenty~~ sixty-five (~~125~~ 165) unduplicated staff.

25 c. CONTRACTOR shall provide a minimum of ~~eleven (11)~~ twelve (12) parent workshops
26 on child/youth AOD trends and prevention/intervention strategies to a minimum of ~~eighty (80)~~ one
27 hundred and ninety (190) unduplicated parents of children/youth.

28 d. CONTRACTOR shall provide a minimum of ~~one (1)~~ nine (9), eight (8)-week parent
29 curriculum to a minimum of ~~eighty (80)~~ one hundred (100) unduplicated parents of children/youth for the
30 purpose of strengthening protective factors, reducing the risk of delinquency, and providing
31 opportunities for children/youth to develop positive behaviors and skills.

32 e. CONTRACTOR shall link a minimum of sixty (60) parents of identified children/youth
33 to community resources that address issues affecting family stress, AOD use, and behavioral health.

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3. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

UNITS OF SERVICE	PERIOD	PERIOD	PERIOD
	ONE	TWO	THREE
Schools/locations receiving curriculum	14	14	14
Unduplicated children/youth trained	1,400	1,400	1,400
School staff workshops	10	10	10
Unduplicated staff trained	165	165	165
Parent workshops	15	15	15
Unduplicated parents attending workshops	225	225	225
Parent curriculum series	9	9	9
Unduplicated parents receiving curriculum training	100	100	100
Linkages	60	60	60

F. OUTCOME MEASURES

1. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant’s level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization. CONTRACTOR shall provide the COUNTY with monthly data reports or as needed upon request.

2. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as LGBTQI, veterans, and others such as hearing impaired.

3. CONTRACTOR shall provide the COUNTY with monthly data reports, or as needed upon request of ADMINISTRATOR.

4. CONTRACTOR’s anticipated performance outcomes shall include, but are not limited to the following:

a. ~~Fifty~~~~Eighty-five~~ percent (~~50~~~~85~~%) of child/youth ~~participants~~Participants shall report an increase in knowledge of current AOD trends and prevention/intervention strategies;

b. ~~Seventy-five~~~~Ninety~~ percent (~~75~~~~90~~%) of staff workshop ~~participants~~Participants shall report an increase in knowledge of current AOD trends and prevention/intervention strategies to use with students/ children/youth;

c. ~~Seventy-five~~~~Ninety~~ percent (~~75~~~~90~~%) of parent workshop ~~participants~~Participants shall report an increase in knowledge of current AOD trends and prevention/intervention strategies to use with children/youth;

d. ~~Seventy-five~~Ninety percent (~~75~~90%) of parents attending the eight (8)-week parent curriculum workshop shall report an increase in knowledge of effective parenting skills, communication techniques, and child/youth development; and

e. Thirty percent (30%) of parent ~~participants~~Participants attending the eight (8)-week parent curriculum workshop shall be linked to appropriate community resources.

~~F.G.~~ CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR ~~and COUNTY contracted evaluator~~, develop, modify, and incorporate different and/or additional outcome measurements, as ~~determined~~approved by ADMINISTRATOR.

~~H.~~ CONTRACTOR shall ~~also~~ conduct ~~ongoing~~on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format ~~approved by~~agreeable to ADMINISTRATOR.

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

#

VI. ~~STAFFING~~STAFFING

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

PROGRAM	FTEs
	0.300
Program Coordinator	<u>1.000</u>
Parent Development Leader Program	1.000
Facilitator	0.610
Program Facilitator Parent & Youth	0.630
Development Leader	610
	1.930
SUBTOTAL PROGRAM FTEs	<u>2.220</u>
	1.930
TOTAL FTEs	<u>2.220</u>

~~B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY.~~

~~C. CONTRACTOR shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, waivers, registrations,~~

~~documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.~~

~~— D. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement. CONTRACTOR’s notification shall include at a minimum the following information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.~~

~~— E. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seven (7) business days, in advance, of any proposed staffing changes, including but not limited to promotions, temporary FTE changes, and temporary staffing assignments that occur during the term of the Agreement.~~

~~— F~~

B. CONTRACTOR shall provide services pursuant to the Agreement by recruiting, hiring, and maintaining administrative and program staff who have the requisite qualifications and experience to provide AOD prevention services under the Agreement. CONTRACTOR shall also make best effort to recruit, hire, train, and maintain staff that are persons in recovery, and/or family members of persons in recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

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

D. 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 P&Ps; 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.

E. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written approval of ADMINISTRATOR.

F. CONTRACTOR shall maintain personnel files for each staff member, both administrative and programmatic, both direct and indirect, which shall include, but not be limited to, an application for

1 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
2 applicable), pay rate and evaluations justifying pay increases.

3 G. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e.
4 office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The
5 P&Ps shall address at the minimum the following:

- 6 1. Eligibility and selection criteria;
- 7 2. Staff's field/home on-duty conduct and responsibilities;
- 8 3. Supervision plan of staff and equipment including emergency procedure; and
- 9 4. Confidentiality and records keeping.

10 H. #

11 ~~G.~~ CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
12 any staffing vacancies that occur during the term of the Agreement.

13 I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
14 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
15 external temporary staffing assignment requests that occur during the term of the Agreement.

16 J. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training
17 prior to discharging duties associated with their titles and any other training necessary to assist the
18 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
19 State and Federal regulatory requirements.

20 K. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid
21 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.
22 Supervision methods should include debriefings and consultation as needed, individual supervision or
23 one-on-one support, and team meetings. Supervision should be provided by a supervisor who has
24 extensive knowledge regarding behavioral health issues.

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

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

30 N. STUDENT INTERNS

31 1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
32 approval of ADMINISTRATOR.

33 a. CONTRACTOR shall meet minimum requirements for supervision of each Student
34 Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

35 b. Student Intern services shall not comprise more than twenty percent (20%) of total
36 services provided.

37 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each

1 Student Intern providing ~~Mental Health Services~~ behavioral health services and one (1) hour of
2 supervision for each ten (10) hours of treatment for Student Interns providing substance abuse services.
3 CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or
4 work contracts.

5 **HQ.** CONTRACTOR shall perform a pre-employment screening of any person who will provide
6 services pursuant to the Agreement. All staff, including volunteers and interns, must meet the following
7 requirements prior to providing any service pursuant to the Agreement:

8 1. No person shall have been convicted of a sex offense for which the person is required to
9 register as a sex offender under California Penal Code section 290;

10 2. No person shall have been convicted of an arson offense – Violation of Penal Code sections
11 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

12 3. No person shall have been convicted of any violent felony as defined in Penal Code section
13 667.5, which involve doing bodily harm to another person, for which the staff member was convicted
14 within five (5) years prior to employment;

15 4. No person, within the preceding two (2) years, shall have been convicted of any criminal
16 offense other than a traffic violation.

17 5. No person, within the preceding two (2) years, shall have been found guilty of any crime
18 related to the use of drugs or alcohol.

19 6. No person, at any time, shall have been found guilty of any crime involving moral turpitude
20 by a court of law.

21 7. No person shall be on parole or probation;

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

24 9. No prior employment history of improper conduct, including but not limited to, forging or
25 falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with
26 staff or residents at any treatment facility.

27 **IP.** All individuals working directly with youth must submit fingerprints and pass a background
28 check, prior to providing services pursuant to the Agreement. CONTRACTOR shall submit to
29 ADMINISTRATOR copies of the results for each individual that has successfully passed the
30 background check. CONTRACTOR shall retain copies for its records.

31 **JO.** CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Staffing Paragraph of this Exhibit A to the Agreement.

33 //
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36 //
37 //

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AKA ORANGE COUNTY DEPARTMENT OF EDUCATION
JULY 1, 2014 THROUGH JUNE 30, 2017

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
2 pursuant to the Agreement.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

32 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
33 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
2 Associate Contract when requested by COUNTY pursuant to this Subparagraph C.; 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 electronic PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
14 CONTRACTOR shall develop and maintain a written information privacy and security program that
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
16 CONTRACTOR's operations and the nature and scope of its activities.

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

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

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

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

27 d. Background Check. Before a member of the workforce may access PHI COUNTY
 28 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
 29 COUNTY, a background screening of that worker must be conducted. The screening should be
 30 commensurate with the risk and magnitude of harm the employee could cause, with more thorough
 31 screening being done for those employees who are authorized to bypass significant technical and
 32 operational security controls. CONTRACTOR shall retain each workforce member's background check
 33 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) calendar or business days of vendor release. Applications
27 and systems that cannot be patched due to operational reasons must have compensatory controls
28 implemented to minimize risk, where possible.

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

37 //

1 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
2 the standard keyboard:

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 //

EXHIBIT C
TO AGREEMENT FOR PROVISION OF
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AKA ORANGE COUNTY DEPARTMENT OF EDUCATION
JULY 1, 2014 THROUGH JUNE 30, 2017

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

34 ~~A. MONTHLY PROGRAMMATIC~~

35 ~~1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,~~
 36 ~~including information required and on a form approved or provided by ADMINISTRATOR, in~~
 37 ~~conjunction with the invoice described in the Payments Paragraph of this Exhibit A to the Agreement.~~

~~1 These monthly programmatic reports shall be received by ADMINISTRATOR no later than the
2 twentieth (20th) calendar day of the month following the report month.~~

~~3 ——— 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any
4 problems in implementing the provisions of the Agreement, pertinent facts or interim findings, staff
5 changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
6 changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in
7 achieving all the terms of the Agreement shall be included.~~

~~8 ——— 3. CalOMS CONTRACTOR shall comply with the data collection requirements for
9 prevention as mandated by the California Department of Alcohol and Drug Programs. CONTRACTOR
10 shall comply with CalOMS requirements and report on the service populations as defined in the IOM
11 model. ADMINISTRATOR shall make trainings and technical assistance available for completing
12 CalOMS reports throughout the term of the Agreement.~~

~~13 ——— 4. Training Report CONTRACTOR shall submit to ADMINISTRATOR, within thirty (30)
14 calendar days of the event, a report of each ADMINISTRATOR approved training and/or conference
15 attended by any staff member(s), and paid in part or in whole through the Agreement. The report shall
16 be no more than two (2) pages in length and shall include the training title, purpose, host organization
17 (e.g., Center for Applied Research Solutions, Inc.), a list of key materials and handouts, a summary of
18 what was learned, and an analysis of potential application to AOD prevention services provided
19 pursuant to the Agreement. When multiple staff members attend the same training or conference, a
20 single collaborative report may be submitted. After submission, training reports may be distributed to
21 other contracted providers at the discretion of ADMINISTRATOR.~~

~~22 — B. FISCAL~~

~~23 ——— 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
24 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
25 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
26 in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual
27 productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no
28 later than the twentieth (20th) calendar day following the end of the month being reported.
29 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.
30 If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five
31 (5) calendar days.~~

~~32 ——— 2. CONTRACTOR shall submit monthly Year End Projection Reports to
33 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
34 ADMINISTRATOR and will report anticipated year end actual costs and revenues for
35 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.
36 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and
37 revenue to the end of the fiscal year. Year End Projection Reports will be submitted in conjunction with~~

~~the Monthly Expenditure and Revenue Reports:~~

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

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

VII. RESPONSIBILITIES

~~— A. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.~~

~~— B. CONTRACTOR shall ensure that all staff, interns, and volunteers complete necessary training prior to performing duties associated with their titles and receive scheduled ongoing supervision and support as deemed appropriate. These trainings may include, but are not limited to, components as specified in the Staffing Paragraph of this Exhibit A to the Agreement, legal mandates and ethical behavior; and any other training necessary to assist the agency and County to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.~~

~~— C. CONTRACTOR shall have appropriate staff attend monthly meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to compliance with P&Ps, statistics, and the provision of services pursuant to the Agreement.~~

~~— D. CONTRACTOR shall maintain on file at the facility minutes and records of all quality improvement meetings and processes. Such records and minutes shall also be subject to regular review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ADMINISTRATOR’s P&Ps.~~

~~— E. CONTRACTOR shall complete Performance Outcome Measures as required by State and/or COUNTY.~~

~~— F. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for future evaluation and report performance in terms of Participant satisfaction, increase in knowledge, and access to community resources.~~

~~— G. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

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

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

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

~~J. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Participants, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse incident.~~

~~K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of client related services provided by, or under contract with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.~~

~~L. CONTRACTOR shall in coordination and integration with COUNTY's ADAS and BHS programs, provide or cause to be provided, all necessary substance abuse and mental illness treatment services for Participants identified with a mental illness or substance abuse problem, when appropriate.~~

~~M. CONTRACTOR shall collaborate effectively with existing and developing community programs and organizations to facilitate a seamless prevention and intervention network and health care delivery system.~~

~~N. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure progress and achievement of contracted productivity levels.~~

~~O. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

~~P. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR's P&Ps.~~

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