

1 AGREEMENT FOR PROVISION OF
2 ~~SUBSTANCE USE DISORDER~~ ADOLESCENT RESIDENTIAL RECOVERY SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 ~~PHOENIX HOUSE ORANGE COUNTY, INC.~~
7 «UC_NAME»
8 JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2016
9

10 THIS AGREEMENT entered into this 1st day of July ~~2012~~2014, which date is enumerated for
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 ~~PHOENIX HOUSE ORANGE COUNTY, INC., a California nonprofit corporation~~«UC_NAME», a
13 «CORP_STAT» (CONTRACTOR). This Agreement shall be administered by the County of Orange
14 Health Care Agency (ADMINISTRATOR).
15

16 W I T N E S S E T H :
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 ~~Alcohol and Drug Abuse~~ Adolescent Residential Recovery Services described herein to the residents of
20 Orange County; and

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

23 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2014 through June 30, ~~2014~~2016

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

Aggregate Maximum Obligation:

Period One Maximum Obligation: \$-1,090,653 787,317

Period Two Maximum Obligation: -1,090,653 787,317

TOTAL ~~CONTRACT~~ AGGREGATE MAXIMUM OBLIGATION: \$

~~2,181,306~~ 3,574,634

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

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: ~~Phoenix House, Orange County~~ «LC_NAME»
~~Attn: Winifred Wechsler~~
~~11600 Eldridge Ave.~~
~~Lake View Terrace, CA 91342~~

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

1 ~~Automobile Liability, including coverage~~ ~~\$1,000,000 per occurrence~~
2 ~~for owned, non-owned and hired vehicles~~
3 ~~Workers' Compensation~~ ~~Statutory~~
4 ~~Employer's Liability Insurance~~ ~~\$1,000,000 per occurrence~~
5 ~~Professional Liability Insurance~~ ~~\$1,000,000 per claims made or~~
6 ~~per occurrence~~
7
8 ~~Sexual Misconduct~~ ~~\$1,000,000 per occurrence~~

9 «ADDRESS»

10 «CITY STATE ZIP»

11 ATTN: «CONTACT»

12 «CONTACT EMAIL»

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I. ACRONYMS

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

A.	ARRA		American Recovery and Reinvestment Act
B.	ASRS		Alcohol and Drug Programs Reporting System
C.	ASI	Addiction Recovery Index	
D.	CalOMS	California Outcomes Measurement System	
E.	CAP	Corrective Action Plan	
F.	CCC		California Civil Code
D.	G.	CCR	California Code of Regulations
E.	CEO		County Executive Office
F.	H.	CESI	Client Evaluation of Self Intake
I.	CEST	Client Evaluation of Self and Treatment	
J.	CFR		Code of Federal Regulations
G.	K.	CHP	California Highway Patrol
L.	CHPP		COUNTY HIPAA Policies and Procedures
H.	M.	CHS	Correctional Health Services
I.	COI		Certificate of Insurance
J.	N.	D/MC	Drug/Medi-Cal
K.	O.	DATAR	Drug Abuse Treatment Access Report
P.	DHCS		Department of Health Care Services
L.	Q.	DMV	Department of Motor Vehicles
R.	DPFS		Drug Program Fiscal Systems
M.	S.	DRS	Designated Record Set
N.	ePHI		Electronic Protected Health Information
O.	GAAP		Generally Accepted Accounting Principles
P.	T.	FTE	Full Time Equivalent
U.	HCA		Health Care Agency
Q.	V.	HHS	Health and Human Services
R.	W.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
			Law 104-191
S.	X.	HSC	California Health and Safety Code
T.	ISO		Insurance Services Office
U.	Y.	IRIS	Integrated Records Information System
Z.	MHP		Mental Health Plan
V.	AA.	NIATX	Network for Improvement of Addiction Treatment Model
AB.	OCJS		Orange County Jail System

1	W.	AC.	OCPD		Orange County Probation Department
2	X.	AD.	OCR		Office for Civil Rights
3	Y.	AE.	OCSD		Orange County Sheriff's Department
4	Z.	AF.	OIG		Office of Inspector General
5	AA.	AG.	OMB		Office of Management and Budget
6	AB.	AH.	OPM		Federal Office of Personnel Management
7	AC.	PA DSS	AI.	PADSS	Payment Application Data Security Standard
8	AD.	AJ.	PC		State of California Penal Code
9	AE.	AK.	PCI DSS		Payment Card Industry Data Security Standard
10	AL.	AF.	PHI		Protected Health Information
11	AM.	AG.	PII		Personally Identifiable Information
12	AN.	AH.	PRA		Public Record Act
13	AO.	AI.	SIR		Self-Insured Retention
14	AJ.	The HITECH Act	The Health Information Technology for Economic and Clinical Health		
15			Act, Public Law 111-005		
16	AK.	USC			United States Code
17	APAL.	WIC			State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

A. This Agreement, together with ~~Exhibits~~ Exhibit A, B, C, D, and ~~BE~~ attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ 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, 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

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.

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IV. COMPLIANCE

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

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

~~2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform invoicing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.~~

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has~~ 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 Officer as described in Subparagraphs A.4., A.5., A.6., and A.7. 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
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of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct 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~~ CONTRACTOR Compliance Program and Code of Conduct contains all required elements. ~~CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's HCA's Compliance Program and Code of Conduct if the ADMINISTRATOR's CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.~~

~~6.~~ 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required

elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

~~76.~~ Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct 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 adhere to all screening policies and procedures and 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~~, pursuant to this Agreement. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs Parties List System or System for Award Management, the Health and Human Services/~~OIG~~ Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

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

2. An 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.

~~3.~~ 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually 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

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1 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
2 any Ineligible Person in their employ or under contract.

3 ~~45.~~ Covered Individuals shall be required to disclose to CONTRACTOR immediately any
4 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
5 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
6 Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise
7 becomes an Ineligible Person.

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

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

21 ~~7. CONTRACTOR shall promptly return any overpayments within forty-five (45) days after~~
22 ~~the overpayment is verified by the ADMINISTRATOR.~~

23 C. COMPLIANCE TRAINING — ADMINISTRATOR shall make General Compliance Training
24 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

34 ~~D. CODE OF CONDUCT — ADMINISTRATOR has developed a Code of Conduct for adherence~~
35 ~~by ADMINISTRATOR's employees and contract providers.~~

36 ~~D — 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
37 ~~ADMINISTRATOR's Code of Conduct.~~

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

~~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 ~~invoice~~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 ~~invoicing~~billing and documentation requirements.

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

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

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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.

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

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, and Period Two, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and ~~county~~ COUNTY requirements, ~~generally accepted accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs

1 and allocations shall be supported by source documentation maintained by CONTRACTOR, and
2 available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

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

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within thirty (30) calendar days of submission of the ~~Cost Reports~~ individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

Signed	_____
Name	_____
Title	_____
Date	_____ "

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VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California; 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; ~~provided, however, obligations undertaken by~~ CONTRACTOR ~~pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by~~ shall provide written notification of CONTRACTOR's intent to ~~delegate the obligations hereunder, either in whole or part, to~~ ADMINISTRATOR, ~~meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract~~

1 ~~upon five (5)~~ not less than sixty (60) calendar days ~~written notice to CONTRACTOR if subcontract fails~~
 2 ~~to meet the requirements of this Agreement~~ prior to the effective date of the delegation. Any attempted
 3 ~~assignment~~ or ~~any provisions that ADMINISTRATOR has required. No subcontract shall terminate or~~
 4 ~~alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.~~
 5 ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for~~
 6 ~~subcontracts not approved in accordance with this Paragraph~~ delegation in derogation of this paragraph
 7 shall be void.

8 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior
 9 written consent of COUNTY. ~~For CONTRACTORS which are~~

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

17 2. If ~~//~~
 18 ~~—C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior~~
 19 ~~written consent of COUNTY. For CONTRACTORS which are for-profit organizations~~ CONTRACTOR
 20 is a for-profit organization, any change in the business structure, including but not limited to, the sale or
 21 transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another
 22 corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more
 23 of ~~CONTRACTOR's directors~~ Board of Directors of CONTRACTOR at one time shall be deemed an
 24 assignment pursuant to this ~~Paragraph~~ paragraph. Any attempted assignment or delegation in derogation
 25 of this ~~Paragraph~~ subparagraph shall be void.

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

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

35 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
 36 CONTRACTOR shall provide written notification within thirty (30) calendar days to

37 //

ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of CONTRACTOR at one time.

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

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

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

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

4. 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 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

1 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according
 2 to ~~generally accepted accounting principles~~ GAAP.

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

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

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

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

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

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

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

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

33 ~~//~~
 34 ~~//~~
 35 ~~//~~
 36 ~~//~~

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

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

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

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. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. 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 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.

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E. QUALIFIED INSURER

1. 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)

~~B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

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

F. The policy or ~~C. All insurance~~ policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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, Employer's	Statutory
Employers' Liability and Insurance	\$1,000,000 per occurrence
Professional Liability Insurance or per occurrence	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

G. REQUIRED COVERAGE FORMS

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

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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

~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033

1 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
2 employees, agents as Additional Insureds.

3 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is
4 ~~included as an additional insured with respect to the operations of the named insured performed under~~
5 ~~contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be
6 excess and non-contributing.

7 ~~I 2. "It is agreed that any insurance maintained by the County of Orange shall apply in~~
8 ~~excess of, and not contribute with, insurance provided by this policy."~~

9 ~~3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)~~
10 ~~calendar days written notice has been given to Orange County HCA/Contract Development and~~
11 ~~Management,~~
12 ~~405 West 5th Street, Suite 600, Santa Ana, CA 92701 4637."~~

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

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

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

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

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

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

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

33 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
34 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
35 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may

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37 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal

remedies.

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

Q. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.

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

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

//

~~3. F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

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

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

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

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

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

XIII. INSPECTIONS AND AUDITS

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

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

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

~~C. AUDIT RESPONSE~~

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

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

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

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

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

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

XIV. LICENSES AND LAWS

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

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~~maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions.~~ B. Said inability shall be cause for termination of this Agreement.

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

~~1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.~~

~~2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.~~

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

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

~~5. HSC, §§11839 through 11839.22~~

~~6. HSC, §11864~~

~~7. HSC, §11876(a)~~

~~8. HSC, §§123110 through 123149.5.~~

~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.~~

~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.~~

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

~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~

~~13. 45 CFR 93, New Restrictions on Lobbying.~~

~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~

~~15. 45 CFR 96.132(e), Additional Agreements.~~

~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~

~~17. 45 CFR 160, General Administrative Requirements.~~

~~18. 45 CFR 162, Administrative Requirements.~~

~~19. 45 CFR 164, Security And Privacy.~~

~~20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~

~~21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to~~

1 ~~influence certain federal contracting and financial transactions:~~

2 ~~22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.~~

3 ~~23. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
 4 ~~Health Services Administration.~~

5 ~~24. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd 2, Confidentiality of Records.~~

6 ~~25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health~~
 7 ~~services facilities and organizations.~~

8 ~~26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative~~
 9 ~~Simplification.~~

10 ~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol~~
 11 ~~Abuse and Alcoholism; National Institute on Drug Abuse.~~

12 ~~28. 42 USC 6101, Age Discrimination Act of 1975~~

13 ~~29. 42 USC 2000d, Civil Rights~~

14 ~~30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse~~
 15 ~~prevention and treatment block grants and/or projects for assistance in transition from homelessness~~
 16 ~~grants."~~

17 ~~31. 8 USC, 1324, Immigration Reform & Control Act, 1986~~

18 ~~32. CCC §§56 through 56.37, Confidentiality of Medical Information.~~

19 ~~33. CCC §§1798.80 through 1798.82, Customer Records.~~

20 ~~34. CCC §1798.85, Confidentiality of Social Security Number.~~

21 ~~35. CCR, Title 9, Division 4; and Title 22.~~

22 ~~36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.~~

23 ~~37. U.S. Department of Health and Human Services Grants Policy Statement.~~

24 ~~38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol~~
 25 ~~and Drug Programs, 2003.~~

26 ~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

36 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 37 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 and enforcement of child support orders, or as permitted by federal and/or state statute.

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

1. ARRA of 2009.
2. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
3. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.
4. State of California, Department of Social Services, Community Care Licensing Division requirements for Group Homes.
5. HSC, Divisions 10.5 and 10.6.
6. HSC, §§11758.40 through 11758.47.
7. HSC, §§11839 through 11839.22.
8. HSC, §11864.
9. HSC, §11876(a).
10. HSC, §§123110 through 123149.5.
11. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
12. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
13. 41 CFR, Public Contracts and Property Management.
14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
15. 45 CFR 93, New Restrictions on Lobbying.
16. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
17. 45 CFR 96.132(e), Additional Agreements.
18. 45 CFR 96.135, Restrictions on Expenditure of Grant.
19. 45 CFR 160, General Administrative Requirements.
20. 45 CFR 162, Administrative Requirements.
21. 45 CFR 164, Security And Privacy.
22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.

23. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.

24. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.

25. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.

26. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.

27. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health services facilities and organizations.

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28. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative Simplification.

29. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.

30. 42 USC 6101, Age Discrimination Act of 1975.

31. 42 USC 2000d, Civil Rights.

32. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants."

33. 42 USC §§ 3601-3619, the Fair Housing Act.

34. 8 USC, 1324, Immigration Reform & Control Act, 1986.

35. CCC §§56 through 56.37, Confidentiality of Medical Information.

36. CCC §§1798.80 through 1798.82, Customer Records.

37. CCC §1798.85, Confidentiality of Social Security Number.

38. CCR, Title 9, Division 4; and Title 22.

39. OMB Circulars A-87, A-89, A-110, A-122, and A-133.

40. U.S. Department of Health and Human Services Grants Policy Statement.

41. U.S. Department of Housing and Urban Development.

42. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol and Drug Programs, 2003.

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XV. LITERATURE AND ADVERTISEMENTS

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

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

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

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

XVI. MAXIMUM OBLIGATION

A. The ~~Total~~ Aggregate Maximum ~~Obligations~~ Obligation of COUNTY for services provided in accordance with ~~this Agreement and the separate Maximum Obligations for~~ all agreements for Adolescent Residential Recovery Services during Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement, ~~except as allowed for in Subparagraph B. below.~~ This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of the Aggregate Maximum Obligations.

B. ADMINISTRATOR may ~~increase~~ amend the ~~Total~~ Aggregate Maximum Obligation by an amount

not to exceed ten percent (10%) ~~off~~ for Period One ~~and/or Period Two~~ of funding for this Agreement, ~~or decrease the Total Maximum Obligation for Period One and/or Period Two in accordance with the Budget Paragraph of Exhibit A to this Agreement.~~

XVII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

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

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

1 for employment.

2 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not
3 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
4 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
5 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
6 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
7 §1688; Title VI of the Civil Rights Act of 1964
8 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,
9 Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, and all other
10 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
11 regulations, as all may now exist or be hereafter amended or changed.

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

- 14 ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.
- 15 ~~b~~2. Providing any service or benefit to a client which is different or is provided in a different
16 manner or at a different time from that provided to other clients.
- 17 ~~c~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
18 others receiving any service or benefit.
- 19 ~~d~~4. Treating a client differently from others in satisfying any admission requirement or
20 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
21 any service or benefit.
- 22 ~~e~~5. Assignment of times or places for the provision of services.

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

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

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

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

1 ~~with the OCR.~~

2 ~~ED.~~ PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to
 3 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,
 4 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC
 5 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with
 6 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
 7 seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

18 XVIII. NOTICES

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

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

24 2. When faxed, transmission confirmed;

25 3. When sent by Email; or

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

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

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

36 //

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

ADMINISTRATOR.

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

XIX. NOTIFICATION OF DEATH

~~A. NON-TERMINAL ILLNESS~~ NOTIFICATION OF DEATH

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

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

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

2. ~~In addition,~~ WRITTEN NOTIFICATION

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

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

b. TERMINAL ILLNESS –

~~B. TERMINAL ILLNESS DEATH~~

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

4 #
5 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
6 of any applicable public event or meeting. The notification must include the date, time, duration,
7 location and purpose of public event or meeting. Any promotional materials or event related flyers must
8 be approved by ADMINISTRATOR prior to distribution.

9
10 **XXI. RECORDS MANAGEMENT RECORDS MANAGEMENT AND**
11 **MAINTENANCE MAINTENANCE**

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

15 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a),
16 75343(a), and 77143(a).

17 2. State of California, Department of ASRS manual.

18 3. State of California, DPFS manual.

19 4. State of California, Health and Safety Code §123145.

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

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

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

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

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

34 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
35 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

36 //

37 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records

1 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 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.

#

XXII. 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. REVENUE

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

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

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

~~D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.~~

XXIV. 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.

//

XXV. SEVERABILITY

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

XXVI. SPECIAL PROVISIONS

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

~~1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.~~

~~2. 1. Satisfying any expenditure of non federal funds as a condition for the receipt of federal funds (matching).~~

~~3. Making cash payments to intended recipients of services through this Agreement.~~

~~4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.~~

~~5. 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).~~

~~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, volunteers, or members of the Board of Directors.~~

//

5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or

services.

~~96.~~ 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.

~~10. 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. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of the Controlled Substance Act (21 USC 812).~~

~~138. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.~~

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

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

~~169.~~ Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

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

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

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

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

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

16. Assisting, promoting, or deterring union organizing.

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

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

~~1. 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.).

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

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

54. 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.

XXVII. STATUS OF CONTRACTOR

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

XXVIII. TERM

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

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

XXIX. TERMINATION

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

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

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

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

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

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

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

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

23 D. CONTINGENT FUNDING

24 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
25 a. The continued availability of federal, state and county funds for reimbursement of
26 COUNTY's expenditures, and

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

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

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

37 F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~

1 pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

6 ~~3~~ 3. Until the date of termination, continue to provide the same level of service required
7 by this Agreement.

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

11 ~~4~~ 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
12 client's best interests.

13 ~~5~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
14 directions provided by ADMINISTRATOR.

15 ~~6~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
16 supplies purchased with funds provided by COUNTY.

17 ~~7~~ 8. To the extent services are terminated, cancel outstanding commitments covering the
18 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
19 commitments which relate to personal services. With respect to these canceled commitments,
20 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
21 arising out of such cancellation of commitment which shall be subject to written approval of
22 ADMINISTRATOR.

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

26 **XXX. THIRD PARTY BENEFICIARY**

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

30 //

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

32 Waiver by COUNTY- of any default by CONTRACTOR shall not be considered a waiver of any
33 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
34 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY- of any
35 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
36 Agreement.

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

~~PHOENIX HOUSE ORANGE COUNTY, INC.~~

«UC_NAME»

BY: _____ DATED: _____

TITLE: _____

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 ~~HCA~~ ADMINISTRATOR.

TO AGREEMENT FOR PROVISION OF

~~SUBSTANCE USE DISORDER~~ ADOLESCENT RESIDENTIAL RECOVERY SERVICES

~~WITH~~

PHOENIX HOUSE BETWEEN

COUNTY OF ORANGE ~~COUNTY, INC.~~

AND

«UC_NAME» «UC_DBA»

JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2016

I. ~~DEFINITIONS~~ SERVICES TO BE PROVIDED

CONTRACTOR: «UC_NAME»

CONTRACTOR agrees to provide the following Adolescent Residential Recovery Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2014 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Adolescent Residential Recovery Services as specified in Exhibit B

X

County Vehicle as specified in Exhibit C

«VEHICLE»

Business Associate as specified in Exhibit D & E

X

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
ADOLESCENT RESIDENTIAL RECOVERY SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME» «UC_DBA»
JULY 1, 2014 THROUGH JUNE 30, 2016

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 ~~is~~ means a statewide participant-based data collection and outcomes measurement system as required by the State ~~Department of Alcohol and Drug Programs~~ to effectively manage and improve the provision of ~~alcohol and other drug~~ substance use disorder services at ~~the state, county~~ State, County, and provider levels.

B 2. CESI and CEST are self-administered survey instruments designed to access participants' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

3. Co-Occurring is when a person has both a substance use disorder and a mental health disorder at the same time.

~~4. C. Graduation or Participant Completion means the completion of the residential treatment (recovery) program whereby the Participant has successfully completed all goals and objectives for all phases and length of treatment authorized by ADMINISTRATOR and documented in the Participant's treatment plan.~~

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

E 5. IRIS means a collection of applications and databases that serve the needs of programs within the ~~County of Orange~~ HCA and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

F 6. Linkage to Services means ~~linkage will be made to~~ connecting clients to ancillary services such as outpatient and/or residential treatment, ~~support~~ and supportive services ~~such as~~ which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services.

//

7. NIATx means the network for improvement of addiction treatment, a model for improving business process.

~~8. G. Ninety (90) day treatment program refers to ninety (90) calendar day program.~~

~~H. Non-Therapeutic Activity~~ Activities means work, school, and volunteer hours outside the facility, chores, and recreation and socialization activities.

~~I. 9. Participant~~ means a person who has a substance use disorder, for whom a COUNTY approved intake and admission for residential services ~~as appropriate~~ have been completed pursuant to ~~this~~ the Agreement, as appropriate.

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~~J. 10. Program Protocol~~ means the written program description, goals, objectives, and policies established by CONTRACTOR for the residential treatment program provided pursuant to the Agreement.

~~K. 11. Residential Recovery Treatment~~ means ~~alcohol~~ substance use disorder and other drug treatment services that are provided to Participants at a supervised twenty-four (24)-hour residential recovery program. Services are provided in an alcohol and drug-free environment ~~and support recovery from alcohol and/or other drug related problems.~~ with treatment for substance use disorders. These services are provided in a non-medical, residential setting that has been licensed and certified by the State.

12. Self-Help means a non-professional, peer participatory meeting formed by people with a common problem or situation offering mutual support to each other towards a goal of ~~California, Department of Alcohol and Drug Programs, and licensed by Community Care Licensing (CCL), Department of Social Services~~ healing or recovery.

~~L. 13. Structured Activities~~ means activities including Therapeutic and Non-Therapeutic ~~activities~~ Activities designed to meet treatment goals.

~~M. 14. Therapeutic Activity~~ means activities such as individual counseling, groups, and self-help groups, but excludes chores and recreational activities. These activities shall incorporate best practices and evidence-based approaches.

~~N. 15. Therapeutic Group~~ means activities such as individual counseling, groups, self-help meetings, but excludes chores and recreational activity.

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

~~O. 17. Unit of Service~~ means one (1) calendar day during which services are provided to a Participant pursuant to the Agreement. The day of admission ~~shall be~~ is included; ~~the~~. The day of discharge ~~shall be~~ is excluded. If both admission and discharge occur on the same day, the day ~~shall be~~ is considered a day of admission and counts as a full day.

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

II. BUDGET

A. The following budget is set forth for informational purposes only.

ADMINISTRATIVE	PERIOD ONE	PERIOD TWO	TOTAL
COST			
Indirect Cost	\$	\$	\$
	195,44 «ADMIN1AMT»	195,944 «ADMIN2AMT»	391,888 «TOTALADMIN»
SUBTOTAL	\$ 195,44	\$ 195,944	\$
ADMINISTRATIVE			391,888 «TOTALADMIN»
ADMIN COST			
PROGRAM COSTS			
Salaries	\$	\$ 496,589 «SAL2AMT»	\$ 993,178 «TOTALSAL»
	496,589 «SAL1AMT»		
Benefits	158,908 «BEN1AMT»	158,908 «BEN2AMT»	317,816 «TOTALBEN»
Services and	215,201 «SUPP1AMT»	215,201 «SUPP2ATM»	430,402 «TOTALSUPP»
Supplies			
Subcontracts			
	24,010 «SUBK1AMT»	24,010 «SUBK2AMT»	48,020 «TOTALSUBK»
SUBTOTAL	\$ 894,708	\$ 894,708	\$
PROGRAM COSTS			1,789,416 «TOTALPROG»
GROSS COST	\$1,090,653	\$1,090,653	\$ 2,181,306 «GROSS»
REVENUE			
Participant Fees	«PAR1AMT»	«PAR2AMT»	«TOTALPAR»
Donations	\$	\$ 0 «DON2AMT»	\$ 0 «TOTALDON»
	0 «DON1AMT»		
Corporate	«CORP1AMT»	«CORP2AMT»	«TOTALCORP»
Contributions			
SUBTOTAL TOTAL	\$ 0	\$ 0	\$ 0 «TOTALREV»
REVENUE			
MAXIMUM	\$1,090,653	\$1,090,653	\$2,181,306 «MAXOB»
OBLIGATION			
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~~B~~ B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph ~~H.A. above~~ of this Exhibit B to the Agreement.

~~C~~D. CFDA INFORMATION

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

~~CFDA Year: 2011~~

CFDA#: 93.959

Program Title: Block Grants for Prevention and Treatment of Substance Abuse

Federal Agency: Department of Health and Human Services

Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

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

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

~~III~~III. PAYMENTS

A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations. Non-compliance will require the completion of CAPs by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR,

1 payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services
 2 due to non-compliance with licensure and/or certification standards of the State, or County, ~~or Probation~~,
 3 ADMINISTRATOR may elect to reduce County's maximum obligation proportionate to the length of
 4 time that CONTRACTOR is ineligible to provide services.

5 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
 6 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
 7 the total of such payments shall not exceed the COUNTY's Maximum Obligation.

8 ~~1.~~ CONTRACTOR's invoices shall be on a form approved or provided by
 9 ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR.

10 ~~2.~~ Invoices are due by the twentieth (20th) calendar day of each month, and payments to
 11 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
 12 receipt of the correctly completed invoice form.

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

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

20 E. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue
 21 Report as specified in the Reports Paragraph of this Exhibit ~~A~~ B to the Agreement. ADMINISTRATOR
 22 may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

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

25 ~~//~~

26 G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
 27 and/or termination of the Agreement.

28 H. In conjunction with ~~Payments Paragraph Subparagraph II.A above~~, CONTRACTOR shall not
 29 enter units of service into the ~~County~~ COUNTY IRIS system for services not rendered. If such
 30 information has been entered,
 31 CONTRACTOR shall make corrections within ten (10) businesses days from notification by
 32 ADMINISTRATOR.

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

37 ~~IV~~ IV. RECORDS

1 A. ~~RECORDS~~

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

5 ~~a~~1. Treatment plans which shall be completed and documented within fourteen (14) calendar
6 days in the Participant's record from the date of admission.

7 ~~b~~2. An admission record shall include documentation that residential services are appropriate for
8 the Participant. Such documentation, made within seven (7) calendar days of admission, shall include a
9 comprehensive psychosocial assessment.

10 B FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
11 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
12 type of service for which payment is claimed in accordance with ~~generally accepted accounting~~
13 ~~principles~~ GAAP, the ASRS Manual, and the DPFS Manual.

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

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

19 //

20 3. The Participant eligibility determination and fee charged to and collected from Participant,
21 together with a record of all billings rendered and revenues received from any source on behalf of
22 Participant treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

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

31 V: //

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V. REPORTS**A. MONTHLY PROGRAMMATIC**

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

2. CONTRACTOR shall be responsible to include in the monthly programmatic report any problems in implementing the provisions of the Agreement, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes.

B. 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 each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit ~~AB~~ to the Agreement. The reports shall be received by ADMINISTRATOR no later than fifteen (15) calendar days following the end of the month reported.

2. CONTRACTOR shall submit Year End Projection Reports on a quarterly basis to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit ~~AB~~ to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year End Projection Reports shall be submitted in conjunction with the monthly Expenditure and Revenue Reports and shall be due on the following dates: October 15, January 15, and April 15 for each Period.

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

D. MONTHLY DATAR - CONTRACTOR shall provide reports under the DATAR, and/or any other State Reporting System in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th) business day of the month following the report month.

~~E. VEHICLE - CONTRACTOR shall submit to ADMINISTRATOR the requirements for the use of County Vehicles as described in Paragraph VII. of Exhibit B to the Agreement.~~

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

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

~~V.~~ VI. SERVICES

A. FACILITY - CONTRACTOR shall operate licensed and certified alcohol and drug abuse residential programs to include services in accordance with the standards established by the ~~County~~ COUNTY, the State, and the California Department of Social Services within the specifications stated below, unless otherwise authorized by the Administrator. CONTRACTOR shall provide Substance Use Disorder Adolescent Residential Recovery Services within a licensed and certified adolescent facility. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year. These services shall be provided at ~~1207 E. Fruit St., Santa Ana, California,~~ «SITENAME» or at any other facility approved in advance, in writing, by ADMINISTRATOR.

B. PERSONS TO BE SERVED - CONTRACTOR shall serve male and female adolescents ages twelve (12) and/or eligible for ninth (9th) grade through seventeen (17) years of age, who have abstained from substance use for at least 24 hours; have a diagnosis of a substance use disorder, and demonstrate a need for an alcohol and drug abuse residential setting. Participants who are eighteen (18) years of age, but who are admitted into the program prior to such age, may continue in the program until completion or termination with the approval of ADMINISTRATOR.

C. ADMISSIONS FOR ADOLESCENT RESIDENTIAL SERVICES

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

2. CONTRACTOR shall have a policy that requires Participant who shows signs of any communicable disease, or through medical disclosure during the intake process, admit to a health related

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1 problem that would put others at risk, to be cleared medically before services are provided by the
2 program.

3 3. ADMISSION POLICY - CONTRACTOR ~~shall grant priority in admissions to persons~~
4 ~~referred by ADMINISTRATOR, and~~ shall establish and make available to the public, a written admission
5 policy, which shall include, but not be limited to the following treatment priorities:

6 ~~a.~~ a. COUNTY administrative referrals.

7 ~~b.~~ First priority for admission shall be given to pregnant injection drug users.

8 ~~b.~~ ~~c.~~ Second priority for admission ~~shall be~~ is pregnant substance
9 abusers.

10 ~~d.~~ ~~e.~~ Third priority for admission ~~shall be~~ is injection drug users.

11 ~~e.~~ Fourth priority for admission shall be given to all other substance abusers.

12 ~~f. Referrals of~~ ~~4. Otherwise, priority shall also be granted to all Participants who~~
13 ~~have successfully completed a detoxification program. CONTRACTOR shall notify~~
14 ~~ADMINISTRATOR once participant is admitted or put on a wait list.~~

15 ~~5. CONTRACTOR's admission policy~~ Participants completing detox

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

18 ~~6.5.~~ CONTRACTOR shall ~~grant priority in admissions to persons referred~~ only admit into
19 recovery an individual approved by ADMINISTRATOR upon receiving the Treatment Authorization
20 form.

21 ~~7.6.~~ CONTRACTOR shall have the right to refuse admission of a person only in accordance
22 with its written admission policy; provided, however, CONTRACTOR ~~shall comply~~ complies with the
23 Nondiscrimination provisions of ~~the~~ this Agreement.

24 ~~8.7.~~ CONTRACTOR shall discharge Participants who are away from the facility for more
25 than seven (7) calendar days, unless authorized by ADMINISTRATOR.

26 D. WAITING LISTS - CONTRACTOR shall maintain waiting lists which satisfy the following
27 requirements:

28 1. Only individuals who have been screened to determine eligibility for admission are on the
29 waiting list.

30 2. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of
31 qualified applicants for admission, is maintained along with dates of application, eligibility criteria and
32 dates and nature of follow up contacts.

33 3. A policy shall be maintained defining what individuals on waiting lists must do to remain
34 eligible for admission and/or how CONTRACTOR will go about ensuring that applicants for admission
35 remain interested in entering treatment.

36 //

37 //

4. Criteria shall be maintained defining when an individual's name is to be removed from the waiting list because of a loss of eligibility for admission or a failure to keep in contact with CONTRACTOR.

E. INTERIM SERVICES - All persons who are not admitted into a residential program within fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list for admission, shall be provided interim services. Interim services shall consist of: TB counseling, voluntary testing, referral for medical evaluation, if appropriate;, and HIV education, HIV risk assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant adolescents, interim services shall also include counseling on the effects of alcohol and drugs on the developing fetus; and referral to prenatal medical care services. Interim services may be provided directly or by referral to the COUNTY or another appropriate provider; and given to prospective Participants within 48 hours. Provision of interim services shall be documented on the DATAR and reported monthly to the State.

F. UNITS OF SERVICE

1. CONTRACTOR shall provide a minimum of ~~6,242~~ «TOTALUNITAMT» Units of Service for adolescents.

2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the Units of Service set forth in ~~Subparagraph VI.C.1. above~~ the Services Paragraph of this Exhibit B to the Agreement.

G. RESIDENTIAL ADOLESCENT RECOVERY SERVICES

1. CONTRACTOR shall provide an alcohol and drug-free residential program to Adolescent Participants for no more than one hundred eighty (180) days of treatment within specifications stated below, unless otherwise authorized by ADMINISTRATOR. Each Participant shall be restricted to the premises of the facilities listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions for restriction to the premises shall be allowed for medical and psychiatric services, or other staff-approved activities under CONTRACTOR supervision. Uninsured Participants shall be provided assistance in securing Affordable Health Care benefits.

2. CONTRACTOR shall not allow any Participant to remain more ~~than six (6) months~~ one hundred eighty (180) days in its residential component without prior written approval of ADMINISTRATOR. The program shall include alcohol and drug abuse education, recovery planning, recreational programming, group discussion for adolescent alcohol and other drug abusers within a supportive residential environment, linkages to school districts for the continuation of education, vocational planning referrals to appropriate ancillary services, and aftercare or continuing support as needed.

3. CO-OCCURRING DISORDERS: CONTRACTOR shall provide rehabilitative and recovery services to Participants with co-occurring disorders and ensure that such services address the relationship between the two diagnoses throughout treatment

4. RESIDENTIAL RECOVERY PROGRAM shall consist of the following:

1 a. Screening – Prior to admission into program, CONTRACTOR shall screen individuals
2 for appropriate placement into program and length of stay.

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

- 6 1) Overview of Program structure and schedules
- 7 2) Program rules and regulations
- 8 3) Policies regarding participant fees
- 9 4) Participant rights
- 10 5) Assignment of a counselor
- 11 6) Staff Code of Conduct
- 12 7) Continuing care services

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

21 d. Treatment/Recovery Plan – CONTRACTOR shall develop an individualized
22 treatment/recovery plan with each Participant within fourteen (14) calendar days of admission into the
23 Program which shall be based upon the Participant's needs identified in the assessment process. Each
24 treatment plan shall include identification of a minimum of three (3) problem areas, including a drug
25 and/or alcohol problem, individualized long and short term ~~individualized~~ goals for addressing the
26 identified needs with, action steps, target dates and dates of resolution for each. Every fourteen (14)
27 calendar days, CONTRACTOR shall review and document, with the Participant, and document, in the
28 progress notes, the Participant's progress on the treatment/recovery plan. CONTRACTOR shall update
29 the treatment plan when a change in problem identification, focus of recovery or treatment occurs, or, no
30 later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety
31 (90) calendar days thereafter, whichever comes first.

32 e. Structured Therapeutic Activities – Residential Recovery services shall consist of a
33 minimum of twenty (20) hours of structured activity per week of which Participants must engage in a
34 minimum of fourteen (14) hours of therapeutic activity per week; and shall include, at a minimum, the
35 following:

36 1) Individual Counseling – CONTRACTOR shall provide individual counseling to
37 Participants.

2) Group Counseling – CONTRACTOR shall provide counseling within a group setting to Participants. Group interventions and activities may include, but are not limited to process groups, seminars and educational groups, house and community group meetings, and/or practical life skills group activities.

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

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

- 1) Teach the concepts of rules, teamwork, and sportsmanship.
- 2) Provide guidance on use of recreational or leisure time.

~~g. Treatment Phases – CONTRACTOR’s program shall consist of progressive treatment phases which shall be defined in CONTRACTOR’s Program Protocol, approved by the ADMINISTRATOR, and include measurement of Participant’s progress in order to advance to subsequent phases. The Program Protocol shall be CONTRACTOR’s written program description, goals and objectives, and policies established by CONTRACTOR for the Residential Recovery Program as provided for under the Agreement. For ninety (90) calendar days or longer treatment programs, each~~

g. Treatment Activities -

1) CONTRACTOR shall design Treatment Activities ~~Participant shall be restricted to the premises of the facilities listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions for restriction to the premises shall be allowed for medical and psychiatric services, or other staff approved activities under CONTRACTOR supervision. Treatment phases shall consist of the following:~~

~~1) Orientation and Engagement consisting of activities designed to interrupt negative alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant’s adjustment to a sober environment.~~

2) Primary CONTRACTOR shall include within the Participant’s Treatment, Internalization, Plan client-centered goals and Socialization ~~consisting of activities designed~~ objectives with specific measurable tasks outlining what the Participant is to assist complete prior to advancing to Resocialization phase of treatment.

//

3) CONTRACTOR shall not encourage Participants ~~in working on personal issues, cultivate support systems, and to seek educational/vocational employment opportunities during the first thirty (30) calendar days of their treatment.~~

~~3) Re-Entry and Externalization consisting of activities designed to assist the Participant with separation issues, develop appropriate community support systems, gain employment and/or enroll in educational/vocational programs, and finalize exit plans.~~

~~h.~~ h. Resocialization:

1) As part of the resocialization process, CONTRACTOR staff shall finalize exit plans with the Participant.

2) During Resocialization, CONTRACTOR shall obtain documentation from Participants regarding efforts to obtain employment..

i. Transition/Exit Planning – CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen (14) calendar days prior to Participant's planned discharge from the program. The transition and exit plan shall be completed and signed by CONTRACTOR staff and Participant. The transition and exit plan shall include:

1) Identifying the Participant's achievements while in the Residential Recovery program such as meeting or progressing towards educational or vocational goals.

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

3) A continuing treatment exit plan that includes referral and linkage and transition of the Participant to an appropriate support service such as self-help groups, alumni groups, outpatient treatment, other support services such as vocational rehabilitation, job training, and other services. CONTRACTOR shall make best efforts to schedule an appointment for outpatient services, if needed, and documents this in the Participant's chart. The continuing treatment plan shall also include the goals identified in the Participant's treatment plan.

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

5) CONTRACTOR shall provide linkage to outpatient treatment, support services such as self-help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.

j. DISCHARGE SUMMARY - CONTRACTOR shall develop written procedures regarding participant discharge. Written criteria for the discharge summary shall include:

1) Reason for discharge

2) Description of treatment episodes or recovery services

3) Current alcohol and/or drug usage at discharge

4) Vocational and educational achievements

- 5) Legal status
- 6) Linkages and referrals made
- 7) Participants comments
- 8) A description of the Participant's goals and achievement towards those goals as described in the Participant's treatment plan.

jk. Graduation – CONTRACTOR shall consider all Participants to be graduated upon completion of their residential treatment program in accordance with the treatment plan.

kl. Continuing Care – CONTRACTOR may operate a Continuing Care Program following graduation and Participant's release to community residence. Continuing Care should consist of activities supportive of continuing sobriety and community integration.

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

mn. Support Services – CONTRACTOR shall provide housekeeping; laundry; maintenance and arrangements for emergency and non-emergency medical services.

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

p. Supervision – CONTRACTOR shall provide adolescent Participant supervision in accordance with Community Care Licensing and CONTRACTOR's policies and procedures.

eq. Education Access – CONTRACTOR shall ensure that each adolescent Participant has access to educational services required by federal, state, and local Education Codes.

5. HEALTH, MEDICAL, PSYCHIATRIC, AND EMERGENCY SERVICES

a. CONTRACTOR shall ensure that all persons admitted for Residential recovery services have a health questionnaire completed using form ADP 10100-A-E, or may develop their own form provided it contains, at a minimum, the information requested in the ADP 10100-A-E.

1) The health questionnaire is a Participant's self-assessment of his/her current health status and shall be completed by Participant. CONTRACTOR shall review and approve the health questionnaire form prior to Participant's admission to the program. The completed health questionnaire shall be signed and dated by CONTRACTOR and Participant.

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

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

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

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

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

d. The programs shall have written procedures for obtaining medical or psychiatric evaluation and emergency services.

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

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

1) Counseling with respect to TB;

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

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

6. TRANSPORTATION SERVICES

a. COUNTY shall only pay for medical ambulance or medical van transportation to and from designated Residential alcohol and drug abuse treatment programs or health facilities through the COUNTY'S Medical Transportation Agreement under the following conditions:

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

2) When any Participant needs non-emergency transportation as identified in ~~section 165.b. below~~ the Services Paragraph of this Exhibit B to the Agreement, and CONTRACTOR cannot transport Participant due to unforeseen circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a timely manner or Participant's physical condition and/or limitations.

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

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

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

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

H. ALCOHOL AND/OR DRUG SCREENING

1. CONTRACTOR shall have a written policy and procedure statement regarding drug screening that includes ~~unannounced~~ random drug and/or alcohol testing at a minimum of one (1) time per month for the first thirty (30) days and two (2) times per month for the remaining term of the agreement for all Participants. Additional frequency of alcohol and drug testing shall be determined individually for each youth based on clinical appropriateness and should allow for rapid response to the possibility of relapse. ~~The~~ All urine specimen ~~collection~~ collections shall be observed by same sex staff. This policy shall be approved by ~~the~~ ADMINISTRATOR. ~~For those situations where~~ A Participant shall not be denied admittance to treatment for a positive alcohol and/or drug ~~screening is deemed appropriate and necessary~~ screen at admission if they meet all other criteria for admission. CONTRACTOR shall:

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

b. All urine specimen collection shall be observed by same sex staff.

c. Document results of the ~~alcohol and/or~~ drug screening in the ~~Participant's file~~ Participant's record.

2. In the event CONTRACTOR ~~may~~ wishes to utilize a COUNTY ~~contracted~~ laboratory for drug screening purposes, ~~upon written approval of ADMINISTRATOR. If CONTRACTOR chooses to utilize a COUNTY contracted laboratory,~~ CONTRACTOR shall collect and label samples from Participants ~~in accordance with ADMINISTRATOR'S policy.~~

~~3.~~ Such testing shall be provided at ~~COUNTY'S~~ COUNTY's expense. ~~CONTRACTOR shall label and deliver samples to COUNTY'S program site(s) specified by ADMINISTRATOR or mail samples to a licensed laboratory, at the address provided by ADMINISTRATOR.~~

~~4.~~ In the event that any Participant of CONTRACTOR receives a drug test result indicating any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the ~~Participant's file~~ Participant record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of receipt of such ~~drug~~ test results via incident report

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

3 I. PERFORMANCE OUTCOMES

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

10 2. Performance Outcome Objectives:

11 a. Objective 1: CONTRACTOR shall provide effective residential substance abuse
 12 assessment, treatment, and counseling to adolescents with identified alcohol and/or drug problems as
 13 measured by retention and completion rates.

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

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

20 b. Objective 2: CONTRACTOR shall have the Participant complete the CESI for
 21 eighty percent (80%) of Participants at time of Intake. The CEST shall be completed at mid-point and at
 22 completion for those Participants receiving, at a minimum, forty-five (45) calendar days of treatment.

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

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

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

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

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

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

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

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

~~L. PROBATION GUIDELINES- CONTRACTOR shall comply with all applicable provisions of Probation and Social Service Agency's Residential Treatment Facility Guidelines.~~

~~M. CONTRACTOR shall apply for and receive approval of Probation to provide residential treatment services.~~

L. AUTHORITY- CONTRACTOR shall recognize the authority of Probation as officers of the court, and shall extend cooperation to Probation within the constraints of CONTRACTOR's program of Substance Use Disorder Residential Treatment Services.

~~N.~~ NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies the facility is “smoke free,” and Participants are prohibited from smoking at all times.

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

1. Sign in logs;
2. Visitation hours; and
3. Designated visiting areas at the facility.

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

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

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

1 ~~R.~~ Q. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of
 2 Tokens for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

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

- 11 a. Token of each staff member who no longer supports the Agreement.
- 12 b. Token of each staff member who no longer requires access to the HCA IRIS.
- 13 c. Token of each staff member who leaves employment of CONTRACTOR.
- 14 d. Tokens malfunctioning.

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

17 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through
 18 acts of negligence.

19 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
 20 Paragraph of this Exhibit B to the Agreement.

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VII. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid ~~staffing~~ staff expressed in FTEs, for period one and two, which shall be equal to an average of forty (40) hours ~~of work~~ worked per week:

<u>PROGRAM</u> STAFF	FTEs
Program Director «STAFFTITLE1»	0.57
Director of Adolescent Services «STAFFTITLE2»	0.06
Project Administrator «STAFFTITLE3»	0.40
Chief Clinical Specialist «STAFFTITLE4»	0.43
Therapist «STAFFTITLE5»	0.56
Vocational Ed. Counselor «STAFFTITLE6»	0.57
LPT Licensed Psychiatric Tech «STAFFTITLE7»	0.57
Night Counselor «STAFFTITLE8»	1.14
Manager Food Services, Cook «STAFFTITLE9»	0.42
Counselor Case Manager «STAFFTITLE10»	1.14
Driver «STAFFTITLE11»	0.28
Admissions Coordinator «STAFFTITLE12»	0.57
Counselor Senior «STAFFTITLE13»	1.71
Counselor 2	0.57
Counselor 1	2.56
Counselor Overnight	1.71
Counselor Re-entry	0.57
Facility Maintenance Supervisor	0.28
TOTAL <u>SUBTOTAL</u> FTEs	14.11

1. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to the Agreement.

2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in the Staffing Paragraph VII.A. above of this Exhibit B to the Agreement, provided, however, such agreement is made in advance of any staffing change.

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

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

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

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

~~E. CONTRACTOR shall obtain a criminal record review, in accordance with Health and Safety Code Section 1522, for all staff specified in Paragraph VII.A. above, and interns or volunteers who replace or supplement such staff in providing direct care and supervision of the adolescent Participants. CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the provision of services to the Participants prior to such staff becoming involved with the Participants. CONTRACTOR shall provide copies of the criminal record reviews to ADMINISTRATOR within ten (10) days of receiving such reviews.~~

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

F. CONTRACTOR shall obtain a criminal record review, in accordance with Health and Safety Code Section 1522, for all staff specified in the Staffing Paragraph of this Exhibit B to the Agreement, and interns or volunteers who replace or supplement such staff in providing direct care and supervision of the adolescent Participants. CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the provision of services to the Participants prior to such staff becoming involved with the Participants. CONTRACTOR shall provide copies of the criminal record reviews to ADMINISTRATOR within ten (10) days of receiving such reviews.

G. CONTRACTOR shall provide pre-employment screening of any staff person providing adolescent services pursuant to the Agreement. All staff shall pass an Orange County criminal justice background check conducted by the Orange County Probation Department on a yearly basis. Program Directors, Managers, and other Supervisory staff will be requested to voluntarily submit to a more extensive background check including "live scan" fingerprinting. The results of the finger printing will be sent directly from the Department of Justice to Probation.

1. All staff, prior to hiring, shall meet the following requirements:

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

b. No person shall have been convicted of an arson offense – Violation of Penal Code Sections 451, 451.1, 451.5, 452, 453.1, 453, 454, or 455;

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

d. No person shall be on parole or probation;

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

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

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

H. All program staff having direct contact with Participant shall, within the first (1st) year of employment, be trained in infectious disease recognition, crisis intervention and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall develop a written plan and provide ongoing training in topics related to alcohol and drug use on an annual basis. All staff training shall be documented and maintained as part of the training plan.

I. All staff providing services shall be registered, licensed, and/or certified in accordance with state requirements and professional guidelines as applicable.

1 ~~KJ~~. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for
2 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

3 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
4 Paragraph of this Exhibit B to the Agreement.

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EXHIBIT CTO AGREEMENT FOR PROVISION OF
ADOLESCENT RESIDENTIAL RECOVERY SERVICES

WITH

PHOENIX HOUSE BETWEENCOUNTY OF ORANGE ~~COUNTY, INC.~~

AND

«UC_NAME» «UC_DBA»

JULY 1, ~~2011~~ 2014 THROUGH JUNE 30, ~~2012~~ 2016II. COUNTY VEHICLE

A. COUNTY has agreed to provide or cause to be provided to CONTRACTOR ~~County~~ COUNTY Vehicle(s) in accordance with the ownership requirements specified in the Equipment Paragraph of the Agreement.

B. CONTRACTOR shall repair, maintain and operate each ~~County~~ COUNTY Vehicle in accordance with this Exhibit ~~B~~ C.

C. CONTRACTOR shall obtain, pay for, and maintain in full force and effect throughout the term of ~~the~~ this Agreement, automobile insurance which covers each ~~County~~ COUNTY Vehicle in accordance with the Indemnification and Insurance Paragraph of the Agreement.

D. Upon the request of ADMINISTRATOR, whether verbal or in writing, CONTRACTOR shall, without notice, immediately provide ADMINISTRATOR with the current location of each ~~County~~ COUNTY Vehicle provided by COUNTY.

E. At its sole discretion, ADMINISTRATOR may at any time require the return of any ~~County~~ COUNTY Vehicle provided to CONTRACTOR. Further, it is understood by the parties that any ~~County~~ COUNTY Vehicles are to be surrendered immediately and in good working order and condition to COUNTY upon termination of the Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the COUNTY Vehicle Paragraph of this Exhibit C to the Agreement.

III. USE OF COUNTY VEHICLE

A. CONTRACTOR shall require each person employed by CONTRACTOR to provide the services set forth in the Agreement and to read the rules and regulations for use of the ~~County~~ COUNTY Vehicle. In addition, employees authorized by CONTRACTOR to drive the ~~County~~ COUNTY Vehicle and their supervisor shall discuss these rules and regulations. The supervisor shall reasonably ascertain that employees understand their responsibilities before the employees operate the ~~County~~ COUNTY Vehicle.

B. CONTRACTOR shall place and maintain a copy of these rules and regulations together with proof of insurance in each ~~County~~ COUNTY Vehicle in possession of CONTRACTOR.

C. CONTRACTOR shall use a CountyCOUNTY Vehicle only for official CountyCOUNTY business. CONTRACTOR shall use a CountyCOUNTY Vehicle only to provide the services set forth in the Services Paragraph of Exhibit AB to the Agreement and shall operate any CountyCOUNTY Vehicle in a courteous, reasonable and prudent manner, and in accordance with all applicable state and local laws, ordinances,

and regulations. CountyCOUNTY Vehicles shall not be operated outside the County of Orangesouthern California area unless specifically authorized, in writing, by ADMINISTRATOR.

D. Operators and occupants of any CountyCOUNTY Vehicle shall use the seat belts and shoulder harnesses with which the CountyCOUNTY Vehicle is equipped.

E. EXTERIOR/INTERIOR OF VEHICLE — CONTRACTOR shall not, under any circumstances, modify the exterior or interior of any CountyCOUNTY Vehicle in any way from the condition in which it was received, including the addition or removal of any equipment, and the painting of any numerals, letters or logos on the vehicle.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Use of COUNTY Vehicle Paragraph of this Exhibit C to the Agreement.

III. OPERATOR QUALIFICATIONS

The driver(s), provided by CONTRACTOR to drive a CountyCOUNTY Vehicle in the performance of the Agreement, shall possess the following minimum qualifications:

A. Regularly employed by CONTRACTOR, at least twenty (20) hours per week and possessing either:

1. A valid Class B California Driver's License in order to transport more than ten (10) passengers, including the driver, in a CountyCOUNTY Vehicle as designed, used or maintained; or

2. A valid Class C California Driver's License in order to transport no more than ten (10) passengers, including the driver, in a CountyCOUNTY Vehicle as designed, used or maintained.

B. A good driving record, as defined in writing by CONTRACTOR. Such definition shall exclude any history of driving while under the influence of alcohol or other drugs, and shall include, but not be limited to, the acceptable frequency and number of moving violations, and his/her ability to document use of a CountyCOUNTY Vehicle by maintaining the Log described in Paragraph IV. below of this Exhibit C to the Agreement.

C. Preferably, experience working with recovering substance abusers.

D. Any person(s) regularly assigned to operate a CountyCOUNTY Vehicle shall possess:

1. knowledge of basic vehicle maintenance;

2. knowledge of Orange CountyCOUNTY streets and freeways.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Operator Qualifications Paragraph of this Exhibit C to the Agreement.

IV. VEHICLE LOG

A. CONTRACTOR shall maintain within each ~~County~~COUNTY Vehicle, a report, herein referred to as the "Log." The Log shall be maintained by the vehicle operator and include, at a minimum, the following information:

- ~~A~~ 1. Name of driver.
- ~~2.~~ ~~B.~~ Date, place and time of trip origin.
- ~~C~~ 3. Purpose of trip and destination.
- ~~D~~ 4. Mileage at start of trip.
- ~~E~~ 5. Number of persons, and/or type(s) of articles transported.
- ~~F~~ 6. Identification of intermediate stops.
- ~~G~~ 7. Mileage and time of arrival at destination.
- ~~H~~ 8. Report of incidents.

V. B. VEHICLE MAINTENANCE

CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Vehicle Log Paragraph of this Exhibit C to the Agreement.

V. VEHICLE MAINTENANCE

A. CONTRACTOR shall undertake periodic vehicle maintenance, inspection and repair in accordance with the Agreement, the vehicle warranty, and the maintenance schedule as follows:

1. Every 5,000 miles:
 - a. routine safety check, including brakes;
 - b. servicing, including lubrication, oil change, and filter;
 - c. check air filter and replace if necessary.
2. Additionally, every 30,000 miles:
 - a. fuel filter replacement;
 - b. automatic transmission service;
 - c. cooling system service, including hose replacement if necessary.
3. Additionally, every 100,000 miles:
 - a. tune-up;
 - b. replace spark plugs;
 - c. clean fuel injectors.

B. ~~County~~COUNTY Vehicles not accruing 5,000 miles within six (6) months shall, however, receive a routine safety check, including brakes, routine servicing, lubrication, oil and filter change.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Vehicle Maintenance Paragraph of this Exhibit C to the Agreement.

VI. PARKING AND STORAGE

A. Each ~~County~~COUNTY Vehicle, when left unattended, shall be locked with the brakes set. When not in use and whenever possible, each ~~County~~COUNTY Vehicle shall be stored and garaged off the street in a secure area. CONTRACTOR shall, at all times, take all reasonable and prudent steps to safeguard each ~~County~~COUNTY Vehicle and minimize exposure of the ~~County~~COUNTY Vehicle to damage, misuse, theft or vandalism.

B. The operator of a ~~County~~COUNTY Vehicle shall ensure the use of only unleaded gasoline and 5W30 SAE HD oil in the ~~County~~COUNTY Vehicle. CONTRACTOR shall maintain records of all maintenance and repairs to each ~~County~~COUNTY Vehicle, and the costs of gasoline and oil.

~~VII~~ C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Parking and Storage Paragraph of this Exhibit C to the Agreement.

VII. REPORTING

~~—A~~ A. CONTRACTOR shall provide ADMINISTRATOR, no later than thirty (30) calendar days after the effective date of this Agreement, a list of the names of employees authorized to drive each COUNTY Vehicle, the location where each COUNTY Vehicle is garaged and pictures showing the front, right, left and rear sides of each COUNTY Vehicle.

B. CONTRACTOR shall provide ADMINISTRATOR, no later than thirty (30) calendar days after the effective date of ~~the Agreement, a list of the names of employees authorized to drive each County Vehicle, the location where each County Vehicle is garaged and pictures showing the front, right, left and rear sides of each County Vehicle.~~

~~—B. CONTRACTOR shall provide ADMINISTRATOR, no later than thirty (30) calendar days after the effective date of the~~ this Agreement, a copy of each driver's license and DMV printout for each employee authorized to drive each ~~County~~COUNTY Vehicle. The DMV printout should not be dated earlier than the effective date of ~~the~~this Agreement.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of any changes in the list of employees authorized to drive each ~~County~~COUNTY Vehicle. For additions to the list of authorized drivers, CONTRACTOR shall submit a copy of the driver's license and DMV printout for each employee added. The date of the DMV printout should be no earlier than thirty (30) calendar days from the date the employee was authorized to drive each ~~County~~COUNTY Vehicle.

D. CONTRACTOR shall submit to ADMINISTRATOR by the tenth (10th) business day of each month, a copy of each vehicle log, as described in Paragraph IV. of this Exhibit C to the Agreement, and copies of receipts and invoices of maintenance and repair expenses incurred for each ~~County~~COUNTY Vehicle during the prior month.

E. CONTRACTOR shall notify ADMINISTRATOR, in accordance with the Notices Paragraph of the Agreement, of any collisions or incidents involving a CountyCOUNTY Vehicle. CONTRACTOR shall investigate any damage or misuse of the CountyCOUNTY Vehicle, and shall report such damage and misuse to ADMINISTRATOR, together with any recommendations made, and action taken, to prevent such damage or misuse in the future.

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

~~VIII~~VIII. COLLISIONS

A. Each CountyCOUNTY Vehicle shall be equipped, at a minimum and at all times, with a first-aid kit and fire extinguisher for use in an emergency.

B. CONTRACTOR shall develop and maintain procedures to be followed by the vehicle operator in case of a collision involving a CountyCOUNTY Vehicle. Procedures to be followed by the operator of a CountyCOUNTY Vehicle in the event of a collision shall include, but not be limited to:

1. Request local Police or CHP to make an investigation of the collision and advise the Police or CHP if an ambulance is required or if a traffic hazard is created by the damaged vehicles.

2. Immediately advise supervisor of any collisions and proceed as follows:

a. DO NOT discuss details of the collision or the events leading thereto with anyone other than to provide brief answers to questions asked by the investigating officer(s).

b. DO NOT argue or try to place blame for the collision.

c. DO NOT attempt to negotiate or make any promise to other parties involved.

3. Identify oneself to other parties:

a. Show driver's license to other parties involved.

b. Provide other parties involved with CONTRACTOR's name, work telephone number, vehicle license plate number and the name of the insurance carrier providing coverage on the CountyCOUNTY Vehicle.

4. Identify and obtain the name(s) of the driver(s) of other vehicle(s) involved through driver's license(s):

a. Inquire whether the address on the license is current.

b. Request a residential address and a business telephone number.

5. Obtain the names(s) of any other passenger(s) in the vehicle(s) involved, the vehicle(s) license plate number and the name(s) of anyone who witnessed the collision.

6. Reporting the Collision - Complete the Vehicle Collision Report [CountyCOUNTY Form F293-FORM SAFETY.5 (Revision 11/19/98)] available from CONTRACTOR. CONTRACTOR shall prepare five (5) copies of the report, retaining one (1), and delivering the other four (4) within twenty-four (24) hours to ADMINISTRATOR.

7. Investigation of Collision - Circumstances surrounding a collision may be investigated by

1 local law enforcement authorities, COUNTY, County of Orange CEO/Risk Management, or the insurer
2 representing COUNTY. CONTRACTOR and employee(s) shall cooperate with investigators
3 representing COUNTY. Any inquiries from other sources shall be referred to the County of Orange
4 CEO/Risk Management.

5 ~~C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
6 ~~Collisions Paragraph of this Exhibit C to the Agreement.~~

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EXHIBIT DTO AGREEMENT FOR PROVISION OF
ADOLESCENT RESIDENTIAL RECOVERY SERVICESBETWEENCOUNTY OF ORANGEAND«UC_NAME» «UC_DBA»JULY 1, 2014 THROUGH JUNE 30, 2016I. BUSINESS ASSOCIATE CONTRACTA. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit B to the Agreement or in subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 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 a 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,

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

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

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

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

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

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

2. Technical Security Controls

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

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

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

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

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

17 e. Antivirus software. All workstations, laptops and other systems that process and/or
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.

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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 DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may
10 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 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.

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

3. Audit Controls

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

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

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

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

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

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

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

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

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) calendar or business day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

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

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

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests

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for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT E
TO AGREEMENT FOR PROVISION OF
ADOLESCENT RESIDENTIAL RECOVERY SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME» «UC_DBA»
JULY 1, 2014 THROUGH JUNE 30, 2016

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, Civil Code § 1798.29(d).

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

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

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

6. "Notice-triggering Personal Information" shall mean the personal information 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 the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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