

1 AGREEMENT FOR PROVISION OF
2 ~~SUBSTANCE USE DISORDER~~ ADULT RESIDENTIAL RECOVERY SERVICES FOR SPECIAL
3 POPULATIONS

4 BETWEEN
5 COUNTY OF ORANGE

6 AND

7 ~~PHOENIX HOUSE ORANGE COUNTY, INC.~~

8 «UC_NAME» «UC_DBA»

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

10
11 THIS AGREEMENT entered into this 1st day of July ~~2012~~2013, which date is enumerated for
12 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
13 ~~PHOENIX HOUSE ORANGE COUNTY, INC., a California nonprofit corporation~~«UC_NAME»
14 «UC_DBA», a «CORPORATION» (CONTRACTOR). This Agreement shall be administered by the
15 County of Orange Health Care Agency (ADMINISTRATOR).

16
17 **W I T N E S S E T H:**

18
19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
20 ~~Substance use disorder~~ Adult Residential Recovery Services for Special Populations described herein to
21 the residents of Orange County; and

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

24 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:	\$ 754,525
Post-Release Second Chance:	\$300,000
Co-Occurring Disorders:	91,770
Veteran’s Residential Recovery:	72,467
TOTAL MAXIMUM OBLIGATION PERIOD ONE:	\$464,237
Period Two Maximum Obligation:	754,525
Post-Release Second Chance:	\$300,000
Co-Occurring Disorders:	91,770
Veteran’s Residential Recovery:	72,467
TOTAL CONTRACT MAXIMUM OBLIGATION:	\$1,509,050 PERIOD TWO:
\$464,237	
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$928,474

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

Payment Method: ~~Actual Cost~~ Fee for Service

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: Executive Director~~
~~11600 Eldridge Ave.~~
~~Lake View Terrace, CA 91342~~

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CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

«ADDRESS»
«CITY STATE ZIP»
Attention: «CONTACT»
«CONTACT EMAIL»

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

20

21 **II. ALTERATION OF TERMS**

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

26 B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of; the terms of
 27 this Agreement ~~or any Exhibits~~, whether written or verbal, shall be valid unless made in ~~writing and~~ the
 28 form of a written amendment to this Agreement, which has been formally approved and executed by
 29 both parties.

30

31 **III. ASSIGNMENT OF DEBTS**

32 Unless this Agreement is followed without interruption by another Agreement between the parties
 33 hereto for the same services and substantially the same scope, at the termination of this Agreement,
 34 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
 35 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
 36 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the

37 //

1 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
 2 said persons, shall be immediately given to COUNTY.

3 4 **IV. COMPLIANCE**

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

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

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

19 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or~~
 20 ~~establish its own, provided CONTRACTOR's Compliance Program has~~ 2.

21 CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or
 22 establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been
 23 verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in
 24 Subparagraphs A.4., A.5., A.6., and A.7. subparagraphs below.

25 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
 26 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of
 27 this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance
 28 Program and Code of Conduct.

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

32 ~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if
 33 ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required
 34 elements.— CONTRACTOR shall take necessary action to meet said standards or shall be asked to
 35 acknowledge and agree to the ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct
 36 if the ~~ADMINISTRATOR's~~ CONTRACTOR's Compliance Program and Code of Conduct does not
 37 contain all required elements.

65. 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

1 federal and State of California health programs and have not been excluded or debarred from
 2 participation in any federal or state health care programs, and to further represent to CONTRACTOR
 3 that they do not have any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

37 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~

~~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.~~

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

#

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

4 **V. CONFIDENTIALITY**

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

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

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

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

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

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

32 **VI. ~~Cost Report~~ COST REPORT**

33 A. CONTRACTOR shall submit separate Cost Reports for Period One, and Period Two, or for a
 34 portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which
 35 they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
 36 accordance with all applicable federal, state and ~~county~~ COUNTY requirements, ~~generally accepted~~
 37 ~~accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR

1 shall allocate direct and indirect costs to and between programs, cost centers, services, and funding
 2 sources in accordance with such requirements and consistent with prudent business practice, which costs
 3 and allocations shall be supported by source documentation maintained by CONTRACTOR, and
 4 available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

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

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

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

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

17 ~~— F. D. Unless otherwise approved by ADMINISTRATOR, costs that exceed the provisional rate as~~
18 ~~specified in the Payments Paragraph of Exhibits C, D, and E to this Agreement shall be unreimbursable~~
19 ~~to CONTRACTOR.~~

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

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

31
32 Signed _____
33 Name _____
34 Title _____
35 Date _____"

36 //
37 //

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 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, CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations undertaken by CONTRACTOR pursuant thereunder, either in whole or part, 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. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) not less than sixty (60) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of~~

~~CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph~~ prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

1 under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

13
14 ~~VIII. EMPLOYEE ELIGIBILITY VERIFICATION~~
15 EMPLOYEE ELIGIBILITY VERIFICATION

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

25
26 IX. EQUIPMENT

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

37 //

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

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

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

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

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

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

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

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

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

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

37 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.

XI. 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.

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	\$1,000,000 per claims made or per occurrence
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. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the ~~1. "The~~ County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

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

//

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

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

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

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

~~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).~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23
24 **XII. INSPECTIONS AND AUDITS**

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

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

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

3 C. ~~AUDIT RESPONSE~~

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

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

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

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

24 XIII. LICENSES AND LAWS

25 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
26 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
27 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
28 required by the laws ~~and~~ regulations and requirements of the United States, the State of California,
29 COUNTY, and any all other applicable governmental agencies. —CONTRACTOR shall notify
30 ADMINISTRATOR immediately and in writing of its inability to obtain or
31 #

32 maintain, irrespective of the pendency of ~~an appeal, such~~ any hearings or appeals, permits, licenses,
33 approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for
34 termination of this Agreement.

35 ~~B. B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and~~
36 ~~requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and~~
37

- 1 requirements shall include, but not be limited to, the following:
- 2 ~~1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide~~
- 3 ~~Manual.~~
- 4 ~~2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug~~
- 5 ~~Program Certification Standards, March 2004.~~
- 6 ~~3. HSC, Divisions 10.5 and 10.6.~~
- 7 ~~4. HSC, §§11758.40 through 11758.47.~~
- 8 ~~5. HSC, §§11839 through 11839.22~~
- 9 ~~6. HSC, §11864~~
- 10 ~~7. HSC, §11876(a)~~
- 11 ~~8. HSC, §§123110 through 123149.5.~~
- 12 ~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.~~
- 13 ~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.~~
- 14 ~~11. 41 CFR, Public Contracts and Property Management.~~
- 15 ~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
- 16 ~~13. 45 CFR 93, New Restrictions on Lobbying.~~
- 17 ~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~
- 18 ~~15. 45 CFR 96.132(e), Additional Agreements.~~
- 19 ~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
- 20 ~~17. 45 CFR 160, General Administrative Requirements.~~
- 21 ~~18. 45 CFR 162, Administrative Requirements.~~
- 22 ~~19. 45 CFR 164, Security And Privacy.~~
- 23 ~~20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~
- 24 ~~21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to~~
- 25 ~~influence certain federal contracting and financial transactions.~~
- 26 ~~22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.~~
- 27 ~~23. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
- 28 ~~Health Services Administration.~~
- 29 ~~24. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd-2, Confidentiality of Records.~~
- 30 ~~25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health~~
- 31 ~~services facilities and organizations.~~
- 32 ~~26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative~~
- 33 ~~Simplification.~~
- 34 ~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on~~
- 35 ~~Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~
- 36 ~~28. 42 USC 6101, Age Discrimination Act of 1975~~
- 37 ~~29. 42 USC 2000d, Civil Rights~~

~~30. 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."~~

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

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

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

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

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

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

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

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

~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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.

- 1 2. WIC, Divisions 5, 6 and 9.
- 2 3. State of HSC, §§1250 et seq.
- 3 4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 4 5. CCR, Title 9, Title 17, and Title 22.
- 5 6. CFR, Title 42 and Title 45.
- 6 7. USC Title 42.
- 7 8. Federal Social Security Act, Title XVIII and Title XIX.
- 8 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 9 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 10 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 11 12. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 12 13. Policies and procedures set forth in Mental Health Services Act.
- 13 14. Policies and procedures set forth in DHCS Letters.
- 14 15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 15 16. OMB Circulars A-87, A-89, A-110, A-122.

16 XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

30 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 31 available social media sites) in support of the services described within this Agreement, CONTRACTOR
 32 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon
 33 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used
 34 to either directly or indirectly support the services described within this Agreement. CONTRACTOR
 35 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
 36 media developed in support of the services described within this Agreement. CONTRACTOR shall also
 37

1 include any required funding statement information on social media when required by
2 ADMINISTRATOR.

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

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

8 9 **XV. MAXIMUM OBLIGATION**

10 A. The ~~Total~~ Aggregate Maximum ~~Obligations~~ Obligation of COUNTY for services provided in
11 accordance with ~~this Agreement and the separate Maximum Obligations for~~ all agreements for Adult
12 Residential Recovery Special Populations during Period One and Period Two are as specified in the
13 Referenced Contract Provisions of this Agreement. ~~This specific Agreement with CONTRACTOR is~~
14 ~~only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is~~
15 ~~understood by the parties that reimbursement to CONTRACTOR will be only a fraction of the~~
16 ~~Aggregate Maximum Obligations.~~

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

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

24 25 **XVI. NONDISCRIMINATION**

26 A. EMPLOYMENT

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

37 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or

1 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
 2 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
 3 for training, including apprenticeship.

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

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

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

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

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

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

- 33 ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.
- 34 ~~b~~2. Providing any service or benefit to a client which is different or is provided in a
 35 different manner or at a different time from that provided to other clients.
- 36 ~~e~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 37 by others receiving any service or benefit.

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

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

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

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

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

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

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

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

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

//

XVII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XVIII. NOTIFICATION OF DEATH

~~A. — E. In the event~~ Upon becoming aware of ~~the death, notification~~ of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

~~B. be made in accordance with the Notification~~ All Notifications of Death ~~paragraph of this Agreement~~ 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. ~~XIX. Notification of Death~~

~~A. NON-TERMINAL ILLNESS DEATH~~

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~~

1 of the death due to non-terminal illness of any person served pursuant to this Agreement.

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

6 ~~B. TERMINAL ILLNESS DEATH~~

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

13 ~~2C. If there are any questions regarding the cause of death of any person served~~
 14 ~~hereunder pursuant to this Agreement~~ who was diagnosed with a terminal illness, or if there are any
 15 unusual circumstances related to the death, CONTRACTOR shall immediately notify
 16 ADMINISTRATOR in accordance with ~~subparagraph A. above~~ this Notification of Death Paragraph.

17 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

25 **XX. RECORDS MANAGEMENT RECORDS MANAGEMENT AND** 26 **MAINTENANCE MAINTENANCE**

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

30 ~~1. California Code of Regulation Title 22, §§70751(e), 71551(e), 73543(a), 74731(a),~~
 31 ~~75055(a), 75343(a), and 77143(a).~~

32 ~~2. State of California, Health and Safety Code §123145.~~

33 ~~3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

34 B. CONTRACTOR shall implement and maintain administrative, technical and physical
 35 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
 36
 37

1 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
 2 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
 3 violation of federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

35 I. CONTRACTOR may be required to pay any costs associated with a ~~breach~~ Breach of privacy
 36 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR
 37 //

1 shall pay any and all such costs arising out of a ~~breach~~Breach of privacy and/or security of PII and/or
2 PHI.

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

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

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

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

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

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

20
21 **XXI. RESEARCH AND PUBLICATION**

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

24
25 **XXII. REVENUE**

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

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

35 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
36 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide
37 for the identification of delinquent accounts and methods for pursuing such accounts. -CONTRACTOR

1 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
2 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be
3 uncollectible.

4
5 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

6 A. In accordance with the United States Immigration Reform and Control Act of 1986, ~~D.~~
7 ~~OTHER REVENUES CONTRACTOR shall charge for services, supplies, or facility use by~~
8 ~~persons other than individuals or groups eligible for services pursuant to this Agreement.~~

9 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
10 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
11 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
12 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
13 identity of their employees and their eligibility for employment in the United States.

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

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

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

28
29 **XXIV. ~~XXIII.~~ Severability**

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

35 //
36 //
37 //

XXV. 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. 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. 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.~~

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

~~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).~~

~~13. 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.~~

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

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

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

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

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

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

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

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

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

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

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

20 ~~2. 1. Funding travel or training (excluding mileage or parking) not approved by~~
21 ~~ADMINISTRATOR.~~

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

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

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

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

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

34
35 **XXVI. STATUS OF CONTRACTOR**

36 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
37 wholly responsible for the manner in which it performs the services required of it by the terms of this

1 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
 2 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
 3 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 4 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
 5 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 6 subcontractors as they relate to the services to be provided during the course and scope of their
 7 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 8 entitled to any rights or privileges of COUNTY COUNTY's employees and shall not be considered in
 9 any manner to be COUNTY COUNTY's employees.

11 **XXVII. TERM**

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

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

21 **XXVIII. TERMINATION**

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

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

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

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

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

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

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

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

7 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

27 ~~3~~ 3. Until the date of termination, continue to provide the same level of service required
28 by this Agreement.

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

32 ~~4~~ 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
33 client's best interests.

34 ~~5~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
35 directions provided by ADMINISTRATOR.

36 ~~6~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
37 supplies purchased with funds provided by COUNTY.

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

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

XXIX. THIRD PARTY BENEFICIARY

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

XXX. WAIVER OF DEFAULT OR BREACH

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

#

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

3
4 ~~PHOENIX HOUSE ORANGE COUNTY, INC.~~

5 «UC_NAME» «UC_DBA»

6
7
8 BY: _____ DATED: _____

9
10 TITLE: _____

11
12
13 BY: _____ DATED: _____

14
15 TITLE: _____

16
17
18
19
20 COUNTY OF ORANGE

21
22
23 BY: _____ DATED: _____

24 HEALTH CARE AGENCY

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

30
31
32 BY: _____ DATED: - _____

33 DEPUTY

34
35 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;
36 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)
37 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~~
~~his~~ ~~on~~its behalf by his or her signature alone is required by ~~HCA~~ ADMINISTRATOR.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 ~~SUBSTANCE USE DISORDER~~ ADULT RESIDENTIAL RECOVERY SERVICES FOR SPECIAL
 4 POPULATIONS
 5 WITH
 6 ~~PHOENIX HOUSE~~ BETWEEN
 7 COUNTY OF ORANGE ~~COUNTY, INC.~~
 8 AND
 9 «UC_NAME» «UC_DBA»
 10 JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2016

11
12 **I. DEFINITIONS SERVICES TO BE PROVIDED**

13 CONTRACTOR: «UC_NAME» «UC_DBA»
 14 CONTRACTOR agrees to provide the following Adult Residential Recovery Services for Special
 15 Populations pursuant to the terms and conditions specified in the Agreement for provision of such
 16 services by and between COUNTY and CONTRACTOR dated July 1, 2014 as hereinafter indicated.
 17 CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided
 18 by CONTRACTOR.

19	<u>General requirements as specified in Exhibit B</u>	<u>X</u>
20		
21	<u>Post-Release Second Chance Services</u>	<u>«POSTCHANCE SVC»</u>
22		
23	<u>Co-Occurring Disorder Services</u>	<u>«CODISORDER SVC»</u>
24		
25	<u>Veteran’s Residential Recovery Services</u>	<u>«VETRESREC SVC»</u>
26		
27	<u>Business Associate as specified in Exhibit F</u>	<u>«EXHF ASSOC»</u>
28		
29	<u>Personal Information Privacy and Security Contract in</u>	<u>«EXHG SEC»</u>
30	<u>Exhibit G</u>	

31 //
 32 //
 33 //
 34 //
 35 //
 36 //
 37 //

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
ADULT RESIDENTIAL RECOVERY SERVICES FOR SPECIAL POPULATIONS
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 ~~this~~the Agreement.

A. 1. CalOMS ~~is~~means a statewide participant-based data collection and outcomes measurement system as required by the State 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'~~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 at least one substance use disorder and one mental health disorder that can be diagnosed independently of the other.

~~4. C. Designated Beds means beds that are specifically reserved to provide timely linkage to Participants who are coming directly from detoxification services and are in need of residential substance use disorder treatment.~~

~~D. Graduation or Participant Completion means the completion of the residential treatment Residential Treatment Services program (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.~~

E. 5. 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 this Agreement.

F. 6. IRIS is a collection of applications and databases that serve the needs of programs within the County of Orange Health Care Agency 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.

G. 7. Linkage means connecting ~~clients~~Participant to ancillary services such as outpatient and/or residential treatment and supportive services which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services-.

~~H~~ 8. NIATx is a ~~model for improving business process.~~

~~I~~ ~~Ninety (90) day~~ set of objectives used to measure the effectiveness of the treatment program ~~refers to ninety (90) calendar day program.~~

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

~~K~~ 10. Participant means ~~a~~ an adult person who is eighteen (18) years of age or older, who has a substance use disorder, for whom a COUNTY approved intake and admission for ~~residential services~~ Residential Treatment Services as appropriate have been completed pursuant to this Agreement.

~~L~~ 11. Program Protocol means the written program description, goals, objectives, and policies established by CONTRACTOR for the ~~residential treatment~~ Residential Treatment Services program provided pursuant to this Agreement.

~~M~~ 12. Residential ~~Recovery~~ Treatment means alcohol and other drug treatment services that are provided to Participants at a ~~twenty-four (24-)~~ hour residential program. Services are provided in an alcohol and drug free environment and support recovery from alcohol and/or other drug related problems. These services are provided in a non-medical, residential setting that has been licensed and certified by the State of California, Department of ~~Alcohol and Drug Programs~~ Health Care Services.

~~N~~ 13. Resocialization means applying and continuing Treatment Activities designed to assist Participants in working on personal issues, cultivate support systems, and seek and/or obtain education/vocational and/or volunteer opportunities.

~~O~~ 14. ~~N~~. Self-Help Meetings means a non-professional, peer participatory meeting formed by people with a common problem or situation offering mutual support to each other towards a goal or healing or recovery.

~~P~~ 15. Structured Activities means Therapeutic and Non-Therapeutic activities designed to meet treatment goals.

~~R~~ 16. Therapeutic Activity means activities such as individual counseling, groups, and self-help groups, but excludes any activity defined as being a Non-Therapeutic Activity. These activities shall incorporate best practices and evidence-based approaches.

~~S~~ 17. Token means the security device which allows an individual user to access IRIS.

~~T~~ 18. Treatment Activities means the collection of both Structured Activities and Non-Structured Activities designed to deliver Participant Treatment

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

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H. BUDGET

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

	Period One	Period Two	TOTAL
ADMINISTRATIVE COST			
 — Indirect	\$135,555	\$135,555	\$ 271,110
SUBTOTAL ADMINISTRATIVE COST	\$135,554	\$135,554	\$ 271,110
PROGRAM COST			
 — Salaries	\$289,676	\$289,676	\$ 579,352
 — Benefits	92,696	92,696	185,392
 — Services and Supplies	235,848	235,848	471,696
 — Subcontracts	750	750	1,500
SUBTOTAL PROGRAM COST	\$618,970	\$618,970	\$1,237,940
GROSS COST	\$754,525	\$754,525	\$1,509,050
MAXIMUM OBLIGATION	\$754,525	\$754,525	\$1,509,050

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

~~C. CFDA INFORMATION~~

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

~~CFDA Year: 2012~~
~~CFDA No.: 93.959~~
~~Program Title: Block Grants for Prevention and Treatment of Substance Abuse~~
~~Federal Agency: Department of Health and Human Services~~
~~Award Name: Negotiated Net Amount/Drug Medi-Cal Contract~~

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

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

~~#~~

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 a CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non compliance with licensure and/or certification standards of the State, County or OCPD, ADMINISTRATOR may elect to reduce County’s maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services.~~

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

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

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

~~— E. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit AB to the Agreement. — ADMINISTRATOR may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.~~

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

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

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~~H. In conjunction with the Payments Paragraph, CONTRACTOR shall not enter units of service into the County IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) businesses days from notification by ADMINISTRATOR.~~ **IV. RECORDS**

A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the COUNTY ~~Substance use disorder~~ Alcohol and Drug Abuse Services Administration Guidelines on each individual Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be limited to:

1. ADMINISTRATOR's Treatment Authorization form for Residential Treatment Services.
2. Treatment plans which shall be documented in the Participant's record within fourteen (14) calendar days from the date of admission.
3. An admission record which shall include documentation that ~~residential services~~ Residential Treatment Services for substance use disorders are appropriate for the Participant. Such documentation; ~~made within seven (7) calendar days of admission;~~ shall include a comprehensive psychosocial assessment.

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

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

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

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

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

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

V.III. 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 of this Exhibit A to the Agreement.~~ 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 ~~this~~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. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Agreement shall be included.

~~B. FISCAL~~

~~1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of Exhibit A to this 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 to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of Exhibit A to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year End Projection Reports shall be submitted at the same time as the monthly Expenditure and Revenue Reports.~~

C. MONTHLY IRIS - CONTRACTOR shall 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~~this report. CalOMS discharges shall be entered no later than seven (7) calendar days after Participant's discharge. CONTRACTOR shall not be compensated for units of service (bed days, individual and group counseling units) that are not entered into the IRIS system.

DC. MONTHLY DATAR/HOMELESS REPORT - CONTRACTOR shall provide monthly reports under the DATAR, and/or any other State ~~Reporting System~~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 this Agreement.~~

~~F. D.~~ 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.

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

~~IV. VI. SERVICES~~ GENERAL SERVICES AND REQUIREMENTS

~~A. ADMISSION TO A. FACILITY~~ CONTRACTOR shall operate licensed and certified substance use disorder residential programs to include services in accordance with the standards established by the County and the State within the specifications stated below, unless otherwise authorized by the Administrator. CONTRACTOR shall provide Substance use disorder Adult Residential Recovery Services within a licensed and certified eighty-five (85) adult bed facility. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain service hours, seven (7) days per week, twenty-four (24) hours per day throughout the year. Services shall be provided at 1207 East Fruit Street, Santa Ana, California, or at any other location approved in advance, in writing, by ADMINISTRATOR.

~~B. PERSONS TO BE SERVED~~ CONTRACTOR shall serve adults ages eighteen (18) years of age and older, who have abstained from substance use for at least twenty-four (24) hours; have a diagnosis of substance use disorder, and demonstrate a need for an substance use disorder residential treatment setting.

~~C. DESIGNATED BEDS~~

~~1.~~ CONTRACTOR shall assign designated residential recovery bed(s) to a Participant who has successfully completed medical detoxification (i.e. alcohol, benzodiazepines, etc.) at a county contracted facility. CONTRACTOR shall only accept designated bed placements made by ADAS Gatekeeper. Medical detoxification Participants will be given priority for these beds. Participants who have received social model detoxification services at a county contracted facility may also be considered. In the eventuality no qualified medical or social model detoxification Participants are available for immediate placement, CONTRACTOR shall accept an alternate Participant approved by ADAS Gatekeeper. CONTRACTOR shall reserve two (2) designated beds at the facility. Designated bed Participants will receive the same services as set forth under Paragraph VI.H. throughout this Agreement.

~~2. Veterans Services Beds~~ CONTRACTOR shall reserve two (2) beds at the facility for Veterans with substance abuse disorders. CONTRACTOR shall not assign these beds to non-Veterans. Placements for these beds will be made by the ADAS Gatekeeper.

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~~D. ADMISSIONS FOR~~ 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~~ co-occurring diagnosis. Persons with co-occurring disorders 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 a Participant who shows signs of any communicable disease; or through medical disclosure during the intake process, ~~admit~~ admits to a health related problem that would put others at risk, to be cleared medically before services are provided.

~~B. ADMISSION POLICY~~ 3. Admission Policy - CONTRACTOR shall establish and make available to the public, a written admission policy, which shall include, but not be limited to the following treatment priorities:

- ~~a.~~ 1. COUNTY administrative referrals.
- 2. First priority for admission shall be given to pregnant injection drug users.
- ~~b.~~ 3. Second priority for admission is pregnant substance abusers.
- ~~c.~~ 4. Third priority for admission is injection drug users.
- ~~d.~~ 5. Fourth priority for admission shall be given to all other substance abusers.

~~6. Referrals of~~ 4. Otherwise, priority shall also be granted to all Participants who have successfully completed detox. CONTRACTOR shall notify ADMINISTRATOR once participant is admitted or put on a wait list.

~~5 Participants completing detox~~

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

~~6~~ 8. CONTRACTOR shall only admit into recovery an ~~adult~~ individual approved by ADMINISTRATOR upon receiving the Treatment Authorization form.

~~7. CONTRACTOR shall grant priority in admissions to persons referred by ADMINISTRATOR.~~

~~8~~ 9. CONTRACTOR shall have the right to refuse admission of a person only in accordance with its written admission policy; provided, however, CONTRACTOR ~~shall~~ comply complies with the Nondiscrimination provisions of this Agreement.

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

~~E. WAITING LISTS~~ CONTRACTOR shall maintain waiting lists which satisfy the following requirements:

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

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

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

~~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.~~

C. SERVICES TO BE PROVIDED

~~F. 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 women, 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. Provision of interim services shall be documented on the DATAR and reported monthly to the State.

G. UNITS OF SERVICE

1. CONTRACTOR shall provide a minimum of ten thousand three hundred ten (10,310) residential treatment Units of Service for adults; and six hundred twenty one (621) units for Veterans only.

2. services in accordance with protocols established by CONTRACTOR and approved by ADMINISTRATOR may mutually agree, in writing, to adjust the units of service set forth in subparagraph VI.G.1. above. Said services shall be provided at State licensed and certified facility that is furnished consistent with the cultural values of the population to be served.

H. 2. RESIDENTIAL RECOVERY SERVICES — CONTRACTOR shall ~~provide to adult Participants a thirty three (33) bed alcohol~~ operate licensed and drug-free certified substance use disorder residential facilities for the provision of residential recovery ~~program of no less than thirty (30) calendar days and no more than one hundred and eighty (180) calendar days~~ services, in accordance with the standards established by COUNTY and State, and within the specifications stated herein, unless approved _____ in _____ writing

1 3) Policies regarding Participant fees;

2 4) Participant rights;

3 5) Assignment of a counselor;

4 6) Staff Code of Conduct; and

5 7) Continuing care services.

6 d. ~~Treatment/Recovery Plan~~ - CONTRACTOR shall collaboratively develop an
 7 individualized treatment/recovery plan with each Participant within fourteen (14) calendar days of
 8 admission into the Program, which shall be based upon the Participant's needs identified in the
 9 assessment process. Each treatment plan shall include identification of a minimum of three (3) problem
 10 areas, including a ~~drug and/or alcohol~~ substance use disorder problem, long term and short term
 11 individualized goals for addressing the identified needs with action steps, target dates and dates of
 12 resolution for each. As a part of their treatment plan, Participants will be actively involved in outside
 13 activities. Participants' treatment plan shall clearly outline the expectations and steps taken to earn
 14 resocialization privileges. Every fourteen (14) calendar days, CONTRACTOR shall review with the
 15 Participant, and document, in the progress notes, the Participant's progress on the treatment plan.
 16 CONTRACTOR shall update the treatment plan when a change in problem identification, focus of
 17 recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the initial treatment
 18 plan, ~~and no later than every ninety (90) calendar days thereafter, whichever comes first.~~

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

23 1) Individual Counseling - CONTRACTOR shall provide individual counseling to
 24 Participants.

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

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

36 f. Structured Non-Therapeutic Activities: - ~~Contractor~~ - CONTRACTOR shall provide a
 37 minimum of six (6) hours of structured non-therapeutic activity per week that includes work, school,

1 and volunteer hours outside the facility, chores, and recreation and socialization activities. ~~Recreational~~
2 ~~and Socialization activities should be designed~~ Activities may include, but not be limited to:

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

5 g. Treatment Activities -

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

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

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

14 h. Resocialization -

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

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

19 i. Case Management -

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

~~26 h. Treatment Phases – CONTRACTOR's program shall consist of progressive treatment
27 phases which shall be defined in CONTRACTOR's Program Protocol, approved by the
28 ADMINISTRATOR, and include measurement of Participant's progress in order to advance to
29 subsequent phases. The Program Protocol shall be CONTRACTOR's written program description, goals
30 and objectives, and policies established by CONTRACTOR for the Residential Recovery Program as
31 provided for under this Agreement. For ninety (90) day or longer treatment programs, each Participant
32 shall be restricted to the premises of the facilities listed within this Agreement for the first thirty (30)
33 calendar days of the program. Exceptions for restriction to the premises shall be allowed for medical
34 and psychiatric services, described in Subparagraph VI.D.14. of this Exhibit A to the Agreement, or
35 other staff approved activities under CONTRACTOR supervision. Treatment phases shall consist of the
36 following:~~

- ~~37 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. Adult Participants shall not be expected to seek employment opportunities during this phase.~~

~~2) Primary Treatment, Internalization and Socialization consisting of activities designed to assist Participants in working on personal issues, cultivate support systems, and seek educational/vocational opportunities. CONTRACTOR shall obtain documentation from adult participants regarding efforts to obtain employment.~~

~~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.~~

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

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

1) Identifying the Participant's achievements while in the Residential ~~Recovery Programs~~ Treatment programs 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 ~~services~~ support service such as outpatient treatment, other support services such as vocational rehabilitation, job training and other services, if needed, and document this in the Participant's chart. The continuing treatment plan shall also include ~~the~~ referrals for unmet or continuing 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, ongoing recovery support services such as self-help groups, alumni groups, recovery maintenance services, social services, rehabilitation services, vocational services, job training services or other appropriate services.~~

6) 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. Graduation~~ l. Discharge Summary - CONTRACTOR shall consider all Participants to be graduated upon completion of their residential treatment program in accordance with the treatment plan.

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

- 1) Reason for discharge
- 2) Description of treatment episodes or recovery services
- 3) Current alcohol and/or drug usage at discharge
- 4) Vocational and educational achievements
- 5) Legal status
- 6) Linkages and referrals made
- 7) ~~Participant's~~ Participants comments
- 8) A description of the Participant's goals and achievement towards those goals as described in the Participant's treatment plan.

~~3. i. Food and Other Services~~ FOOD AND OTHER SERVICES - CONTRACTOR shall provide a clean, safe environment, toiletries, clean linen, food service, storage, and supervision of medication.

~~m. Support Services~~ 4. SUPPORT SERVICES - CONTRACTOR shall provide housekeeping; laundry; maintenance and arrangements for emergency and non-emergency medical services.

~~5. COLLATERAL SERVICES~~ ~~n. Collateral Services~~ CONTRACTOR shall provide as appropriate, individual and group sessions for Participant's family members, ~~with the Participant present~~ or significant others, excluding professionals such as employers or doctors, to ~~deal with family~~ address varied systems dynamics ~~that, which~~ could contribute to the Participant's relapse, and potential or actual ~~abuse elsewhere in the family system~~ use. Collateral Services Service shall include the Participant unless determined inappropriate by the Counselor.

~~o. Health, Medical, Psychiatric and Emergency Services~~

~~1)~~ 6. RELAPSE PREVENTION - Individual and group sessions to reinforce sobriety status, regardless of Participant's position in phase structure of program or during aftercare, which shall be unlimited.

7. INFORMATION AND REFERRAL SERVICES - Information referrals for Participant, regarding community resources for substance use disorder prevention, treatment and HIV services.

8. NETWORK AND SUPPORT BUILDING - Alumni support and networking through a peer, co-facilitated graduate group, which includes social activities and events to keep alumni linked to available services.

9. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES - CONTRACTOR shall ensure that all persons admitted for ~~residential treatment~~ Residential Recovery Treatment services shall have a health questionnaire completed using form ADP ~~100226~~ 10026, or may

1 develop ~~their~~^{its} own form provided it contains, at a minimum, the information requested in the ADP
2 ~~100226~~¹⁰⁰²⁶.

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

5 ~~_____ (1) CONTRACTOR shall review and approve the health questionnaire form~~
6 ~~prior to Participant's admission to the program. The completed health questionnaire shall be signed and~~
7 ~~dated by CONTRACTOR and Participant.~~

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

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

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

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

15 ~~_____ 2) CONTRACTOR shall provide directly or by referral: HIV education, voluntary,~~
16 ~~confidential HIV antibody testing and risk assessment and disclosure counseling.~~

17 ~~_____ 3) The programs shall have written procedures for obtaining medical or psychiatric~~
18 ~~evaluation and emergency services.~~

19 ~~_____ 4) The programs shall post the name, address, and telephone number for the fire~~
20 ~~department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.~~

21 ~~_____ 5) CONTRACTOR shall provide TB services directly to the Participants or by referral~~
22 ~~to the COUNTY or another appropriate provider. TB services shall be provided within seven (7)~~
23 ~~calendar days of admission. These TB services shall consist of the following:~~

24 ~~_____ a) Counseling with respect to TB;~~

25 ~~_____ b) Testing to determine whether the individual has been infected and to determine~~
26 ~~the appropriate form of treatment;~~

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

30 ~~_____ p. Transportation Services:~~

31 ~~_____ 1) a. CONTRACTOR shall provide as appropriate, individual and group~~
32 ~~sessions for Participant's family members or significant others, excluding professionals such as~~
33 ~~employers or doctors, to address varied systems dynamics, which could contribute to the Participant's~~
34 ~~relapse, and potential or actual use. Collateral Service shall include the Participant unless determined~~
35 ~~inappropriate by the Counselor.~~

36 10. TRANSPORTATION SERVICES -

37 a. COUNTY shall only pay for medical ambulance or medical van transportation to and

1 from designated ~~Residential~~ residential substance use disorder treatment programs or health facilities
2 through the COUNTY's Medical Transportation Agreement under the following conditions:

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

7 ~~b~~2) When any Participant needs non-emergency transportation as identified in
8 ~~subparagraph p.2~~ Subparagraph 10.b) below, and CONTRACTOR cannot transport Participant due to
9 unforeseen circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle
10 access within a timely manner or Participant's physical condition and/or limitations.

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

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

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

21 ~~2~~b. Non-Emergency Transportation – CONTRACTOR shall transport Participant,
22 either in CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary
23 and/or important to the Participant's recovery plan including, but not limited to, Social Security
24 Administration offices for Supplemental Security Income benefits and for non-emergency medical or
25 mental health services not identified in Subparagraph ~~p.1) of this Exhibit A to the Agreement~~ a.2). above,
26 that require treatment at a physician office, urgent care, or emergency room when an ambulance provider
27 is not necessary or required for transportation based on the level of severity and/or services required by
28 the Participant.

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

- 32 a. Sign in logs;
- 33 b. Visitation hours; and
- 34 c. Designated visiting areas at the facility.

35 G 12. ALCOHOL AND/OR DRUG SCREENING

36 ~~1.~~ - CONTRACTOR shall have a written policy and procedure statement regarding drug
37 screening that includes random drug and/or alcohol testing at a minimum of one (1) time per month for

1 the first thirty (30) days and two (2) times per month for the remaining term of the agreement for all
2 Participants. All urine specimen collections shall be observed by same sex staff. This policy shall be
3 approved by ADMINISTRATOR. A Participant shall not be denied admittance to treatment for a
4 positive alcohol and/or drug screen at admission if they meet all other criteria for admission.

5 CONTRACTOR shall:

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

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

9 c. Document results of the drug screening in the Participant's record.

10 2. d. In the event CONTRACTOR wishes to utilize a COUNTY-contracted laboratory for
11 drug screening purposes, CONTRACTOR shall collect and label samples from Participants. Such
12 testing shall be provided at COUNTY's expense.

13 3. e. In the event that any Participant of CONTRACTOR receives a drug test result
14 indicating any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective
15 action which shall be documented in the Participant record. CONTRACTOR shall notify
16 ADMINISTRATOR within two (2) business days of receipt of such test results via incident report and
17 the corrective action to be taken by the Resident or Participant if the Participant is allowed to remain in
18 the ~~Program~~ program.

19 H 13. PERFORMANCE OUTCOMES

20 ~~1.~~ 1. - CONTRACTOR shall achieve performance outcome objectives for each Period, tracking
21 and reporting ~~Performance Outcome Objective~~ performance outcome objective statistics in monthly
22 programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary
23 to the following ~~services~~ activities to meet the objectives, and, therefore, revisions to objectives and
24 ~~services~~ activities may be implemented by mutual agreement between CONTRACTOR and
25 ADMINISTRATOR.

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

29 ~~2. Performance Outcome Objectives:~~

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

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

36 //

37 //

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

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

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

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

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

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

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

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

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

~~J.~~ 15. NO PROSELYTIZING POLICY - ~~J.~~ 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 this 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.

~~K. PROBATION GUIDELINES~~ - ~~CONTRACTOR shall comply with applicable provisions of the OCPD Department Guidelines. CONTRACTOR shall apply for and receive approval of the OCPD to provide residential recovery services.~~ 16. AUTHORITY - CONTRACTOR shall

1 recognize the authority of OCPD as officers of the court, and shall extend cooperation to OCPD within
 2 the constraints of CONTRACTOR's program of ~~Substance~~substance use disorder ~~Residential Recovery~~
 3 ~~Services~~residential services.

4 ~~L~~ 17. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy
 5 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
 6 shall specify that the facility is “smoke free” and that designated smoking areas are outside the facility.

7 ~~M~~ 18. VISITATION POLICY – ~~CONTRACTOR shall establish a written visitation policy,~~
 8 ~~which shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited~~
 9 ~~to, the following:~~

10 ~~1. Sign in logs;~~

11 ~~2. Visitation hours; and~~

12 ~~3. Designated visiting areas at the facility.~~

13 ~~N~~ PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a
 14 resident sign in/out log for all residents, which shall include, but not be limited to, the following:

15 ~~1~~ a. Participant's schedule for treatment, work, education or other activities;

16 ~~2~~ b. Location and telephone number where the Participant may be reached; and

17 ~~3~~ c. Requirement for all Participants to notify the program of any change in his/her
 18 schedule.

19 ~~O~~ 19. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy,
 20 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be
 21 limited to, staff training to deal with neighbor complaints, staff contact information available to
 22 neighboring residents and complaint procedures.

23 ~~P~~ 20. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of
 24 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

25 ~~1~~ a. CONTRACTOR recognizes Token is assigned to a specific individual staff member
 26 with a unique password. -Tokens and passwords shall not be shared with anyone.

27 ~~2~~ b. CONTRACTOR shall maintain an inventory of the Tokens, by serial number, and the
 28 staff member to whom each is assigned.

29 ~~3~~ c. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
 30 Token for each staff member assigned a Token.

31 ~~4~~ d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
 32 conditions:

33 ~~a.~~ 1) Token of each staff member who no longer supports this Agreement.

34 ~~b.~~ 2) Token of each staff member who no longer requires access to IRIS.

35 ~~c.~~ 3) Token of each staff member who leaves employment of CONTRACTOR.

36 ~~d.~~ 4) Tokens malfunctioning.

37 ~~5~~ e. ADMINISTRATOR will issue Tokens for CONTRACTOR's staff members who

1 require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.
 2 CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of
 3 negligence.

4
 5 **VII. D. STAFFING**

6 ~~A. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in~~
 7 ~~FTEs, which shall be equal to an average of forty (40) hours work per week:~~

<u>PROGRAM STAFF</u>	<u>FTEs</u>
— Admissions Coordinator	0.37
— Clinical Deputy Director	0.29
— Cook	0.09
— Counselor I	3.69
— Director/Adult Services	0.15
— Driver	0.18
— Food Services Manager	0.18
— Medical Services Nurse	0.37
— Program Director	0.29
— Sr. Admissions Coordinator	0.37
— Sr. Program Administrator	0.55
— Supervisor	0.18
— Therapist	0.18
TOTAL FTEs	6.89

25 ~~1.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 26 ~~staffing set forth above~~ General Requirements Paragraph of this Exhibit B to the Agreement.

27 ~~2.~~

28 **V. STAFFING**

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

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

35 C. CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in a
 36 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
 37 shall maintain documents of such efforts which may include; but not be limited to: records of

1 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
 2 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
 3 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
 4 challenged.

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

13 ~~E. CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for~~
 14 ~~the provision of services to the Participants prior to such staff becoming involved with the Participants.~~
 15 ~~CONTRACTOR shall provide copies of the criminal record reviews to ADMINISTRATOR within ten~~
 16 ~~(10) days of receiving such reviews.~~

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

27 ~~G. CONTRACTOR shall provide pre-employment screening of any staff person providing adult~~
 28 ~~services pursuant to this Agreement. All new staff, volunteers, and interns shall pass an Orange County~~
 29 ~~criminal justice a one-time "live scan" finger printing background check conducted by OCPD on a yearly~~
 30 ~~basis. Program Directors, Managers, and other Supervisory staff will be requested prior to voluntarily~~
 31 ~~submit to a more extensive background check including "live scan" fingerprinting. employment.~~
 32 ADMINISTRATOR may change this approval mechanism at their discretion. The results of the
 33 fingerprinting will be sent directly from the Department of Justice to ~~OCPD~~ CONTRACTOR. Results
 34 must remain in staff file.

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

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

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

c. No person shall have been convicted of any violent felony as defined in ~~Penal Code~~ Section PC 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.

HG. 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~~ on topics related to alcohol and drug use on an annual basis. ~~All staff~~ Staff training shall be documented and maintained as part of the training plan.

H. Substance Use Disorder staffing levels and qualifications shall meet the requirements of the State, Department of Health Care Services (DHCS) Counselor Certification Standards for California.

~~I.~~ All staff providing services shall be registered, licensed and/or certified in accordance with state DHCS requirements and professional guidelines as applicable. At a minimum, one (1) licensed clinician must be hired full time to provide counseling services. Dual diagnosed Participants must be part of licensed staff caseload. The licensed clinician shall provide group counseling services, and provide supervision to non-licensed counseling staff.

~~/EXHIBIT B TO AGREEMENT FOR PROVISION OF~~

~~SUBSTANCE USE DISORDER~~ I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
ADULT RESIDENTIAL
RECOVERY SERVICES FOR SPECIAL POPULATIONS
WITH
PHOENIX HOUSE ORANGE BETWEEN
COUNTY, INC. OF ORANGE
AND
«UC_NAME» «UC_DBA»
JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2016

II. BUDGET

A. The following budget is set-forth per fiscal year and is an aggregate funding amount for several Agreements and CONTRACTOR will only be reimbursed a fraction of the budget.

- 1. Aggregate Maximum Funding for Period One, July 1 2014 - June 30, 2015 is \$300,000
- 2. Aggregate Maximum Funding for Period Two, July 1 2015 - June 30, 2016 is \$300,000

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

II. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of \$72.00 per bed day provided, however, that the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all Post-Release Second Chance Services shall not exceed COUNTY's Maximum Obligation for each Service Category and shall not exceed COUNTY's Aggregate Maximum Obligation, as set forth in the Referenced Contract Provisions of the Agreement. Non-compliance will require the completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. **VEHICLE** Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the State, County or Probation, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement.

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

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the monthly billing.

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

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

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

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

III. POST-RELEASE SECOND CHANCE SERVICES

A. FACILITY - CONTRACTOR shall provide services at any facility approved in advance, in writing, by ADMINISTRATOR and appropriately licensed and certified in accordance with the State's Programs Standards, and CCR, Title 9.

1. 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. Services shall be provided at the following location, or at any other location approved in advance, in writing, by ADMINISTRATOR:

«FAC NAME C1»	«FAC NAME C2»
«FACILITY_ADDR C1»	«FACILITY_ADDR C2»
«FAC_CITY_STATE_ZIP C1»	«FAC_CITY_STATE_ZIP C2»

2. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule; unless otherwise authorized in writing by ADMINISTRATOR.

3. 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 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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1 MN

2 B. PERSONS TO BE SERVED

3 1. CONTRACTOR shall serve adult Participants who have abstained from substance use for at
4 least twenty-four (24) hours; have a diagnosis of a substance use disorder, and demonstrate a need for a
5 substance use disorder residential treatment setting. Such persons shall include persons with co-
6 occurring disorders.

7 2. CONTRACTOR shall serve, immediately upon their release from Orange County Jail, adult
8 males and females, who are referred by Orange County Sheriff's Department staff. CONTRACTOR shall
9 accept all referrals in accordance with its bed capacity.

10 3. SECOND CHANCE POST RELEASE RE-ENTRY SERVICES

11 a. CONTRACTOR shall provide a residential recovery program for Participants, for up to
12 ninety (90) calendar days, unless otherwise authorized by ADMINISTRATOR.

13 b. CONTRACTOR's Residential Recovery services for Participants released from custody
14 shall provide a structured recovery program of:

15 1) Substance use disorder and relapse prevention education;

16 2) Treatment planning; and

17 3) Individual and group discussion for adult substance disorder users within a
18 supportive, culturally-appropriate residential environment.

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

I. BUDGET

A. The following budget is set-forth per fiscal year and is an aggregate funding amount for several Agreements and CONTRACTOR will only be reimbursed a fraction of the budget.

1. Aggregate Maximum Funding for Period One, July 1 2014 - June 30, 2015 is \$ 91,770

2. Aggregate Maximum Funding for Period Two, July 1 2015 - June 30, 2016 is \$ 91,770

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

C. 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#: 16.585
Program Title: Drug Court Discretionary Grant Program
Federal Agency: Department of Justice, Bureau of Justice Assistance
Award Name: Residential Substance Abuse Treatment for Offenders with Co-
Occurring Disorders

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.

II. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of \$86.00 per bed day provided, however, that the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all Co-Occurring Disorder Services shall not exceed COUNTY's Maximum Obligation for each Service Category and shall not exceed COUNTY's Aggregate Maximum Obligation.

1 as set forth in the Referenced Contract Provisions of the Agreement. Non-compliance will require the
2 completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by
3 ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is
4 ineligible to provide services due to non-compliance with licensure and/or certification standards of the
5 State, County or Probation, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation
6 proportionate to the length of time that CONTRACTOR is ineligible to provide services. All payments
7 are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph
8 of the Agreement.

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

14 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
15 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
16 canceled checks, receipts, receiving records, and records of service provided. ADMINISTRATOR may
17 require CONTRACTOR to submit documentation in support of the monthly billing.

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

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

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

24 G. In conjunction with the Payments Paragraph of this Exhibit D to the Agreement units of service
25 shall not be entered in the COUNTY IRIS system for services not rendered. If information has been
26 entered, corrections will be made within ten (10) business days from notification of
27 ADMINISTRATOR.

28
29 **III. CO-OCCURRING DISORDER SPECIFIC SERVICES**

30 A. FACILITY – CONTRACTOR shall operate licensed and certified substance use disorder
31 residential programs to include basic life support services in accordance with the standards established
32 by COUNTY and the State within the specifications stated below, unless otherwise authorized by the
33 ADMINISTRATOR. CONTRACTOR shall provide Co-Occurring Disorder recovery Services within a
34 licensed and certified «EXHD BED» bed residential substance use disorder treatment facility. Unless
35 otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly
36 scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year.

37 //

Services shall be provided at the following location, or at any other location approved in advance, in writing, by ADMINISTRATOR:

«FAC_NAME_D1» «FAC_NAME_D2»
«FACILITY_ADDR_D1» «FACILITY_ADDR_D2»
«FAC_CITY_STATE_ZIP_D1» «FAC_CITY_STATE_ZIP_D2»

B. PERSONS TO BE SERVED - CONTRACTOR shall serve adult men and women who are ages eighteen (18) years of age and older, and who have abstained from substance use for at least twenty-four (24) hours; have a diagnosis of a co-occurring disorder and demonstrate a need for a substance use disorder residential treatment setting. A co-occurring disorder is when a person has both a substance abuse disorder and a mental health disorder that can be diagnosed independently of the other.

1. 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. Services will utilize co-occurring evidence and consensus based practices, medication monitoring, collaboration with supportive services such as primary care, housing, legal, education, and economic needs to meet the complex needs of persons with co-occurring disorders. Peer led support groups will be provided and access to co-occurring self-help meetings will be made to meet the specific emotional support needs of this population.

C. SPECIALIZED SERVICES

1. Admission: CONTRACTOR shall only admit into treatment an individual referred from non-Program for Assertive Community Treatment (Non-PACT) mental Health Courts. CONTRACTOR shall fax a completed treatment authorization form to the ADMINISTRATOR GATEKEEPER for approval. CONTRACTOR shall not admit any adult individual into program without approval by the ADMINISTRATOR GATEKEEPER. Upon admission CONTRACTOR shall fax the treatment authorization form with date of admission and staff signature to the ADMINISTRATOR GATEKEEPER within one (1) business day.

2. Treatment Planning – Refer to Exhibit B, Section IV.C.d. Additionally, each treatment plan shall also include Participants’ substance use disorder(s) and mental health disorder(s) and outline long term and short term individualized goals addressing the identified needs, action steps, target dates and dates of resolution for each.

3. Transition Planning – Strategies to assist Participants in managing their mental health shall be included.

a. Discharge Summary – CONTRACTOR shall develop written criteria regarding participant discharge which shall include: Mental Health Status.

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

I. BUDGET

A. The following budget is set-forth per fiscal year and is an aggregate funding amount for several Agreements and CONTRACTOR will only be reimbursed a fraction of the budget.

1. Aggregate Maximum Funding for Period One, July 1 2014 - June 30, 2015 is \$ 72,467

2. Aggregate Maximum Funding for Period Two, July 1 2015 - June 30, 2016 is \$ 72,467

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

II. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of \$72.00 per bed day provided, however, that the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all Veteran’s Residential Recovery Services shall not exceed COUNTY’s Maximum Obligation for each Service Category and shall not exceed COUNTY’s Aggregate Maximum Obligation, as set forth in the Referenced Contract Provisions of the Agreement. Non-compliance will require the completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the State, County or Probation, ADMINISTRATOR may elect to reduce COUNTY’s maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement.

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

C. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,

1 canceled checks, receipts, receiving records, and records of service provided. ADMINISTRATOR may
2 require CONTRACTOR to submit documentation in support of the monthly billing.

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

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

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

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

13
14 **III. VETERAN'S RESIDENTIAL RECOVERY SERVICES**

15 A. FACILITY – CONTRACTOR shall operate licensed and certified substance use disorder
16 residential programs to include basic life support services in accordance with the standards established
17 by COUNTY and the State within the specifications stated below, unless otherwise authorized by the
18 ADMINISTRATOR. CONTRACTOR shall provide Veteran's Residential Recovery Services within a
19 licensed and certified «EXHE BED» bed residential substance use disorder treatment facility. Unless
20 otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly
21 scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year.
22 Services shall be provided at the following location, or at any other location approved in advance, in
23 writing, by ADMINISTRATOR:

24
25 «FAC NAME E1» «FAC NAME E2»
26 «FACILITY_ADDR E1» «FACILITY_ADDR E2»
27 «FAC_CITY_STATE_ZIP E1» «FAC_CITY_STATE_ZIP E2»
28

29 B. PERSONS TO BE SERVED - CONTRACTOR shall serve veteran men and women who are
30 ages eighteen (18) years of age and older, and who have abstained from substance use for at least
31 twenty-four (24) hours; have a mental health diagnoses and demonstrate a need for a substance use
32 disorder residential treatment setting.

33 C. SERVICES -

34 1. Admission -CONTRACTOR shall only admit into residential treatment an individual
35 approved by ADMINISTRATOR GATEKEEPER upon receiving the Treatment Authorization form.
36 Upon Participant's admission, CONTRACTOR shall fax a completed treatment authorization on a form
37 approved by ADMINISTRATOR GATEKEEPER containing date of admission and CONTRACTOR

1 signature to ADMINISTRATOR GATEKEEPER within one (1) business day. CONTRACTOR shall
2 coordinate with OC4Vets, HCA, to provide case management, and linkage to appropriate community
3 resources.

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EXHIBIT F
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. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

9 **D. SECURITY RULE**

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

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

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

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

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

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

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

37 //

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

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

7 **E. DATA SECURITY REQUIREMENTS**

8 **1. Personal Controls**

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

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

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

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

34 **2. Technical Security Controls**

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

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

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

7 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY 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.

37 //

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

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

37 //

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

34 8. CONTRACTOR shall continue to provide all additional pertinent information about the
35 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
36 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
37

//

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

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

7 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

17 1) The Disclosure is required by law; or

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

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

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

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

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

32 H. PROHIBITED USES AND DISCLOSURES

33 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
34 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
35 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
36 item or service for which the health care provider involved has been paid out of pocket in full and the
37 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. A. COUNTY has agreed to provide or cause to be provided to CONTRACTOR County Vehicle(s) in accordance with the ownership requirements specified in the Equipment paragraph of this Agreement.~~

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

BUSINESS ASSOCIATE TERMINATION

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

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

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

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or ~~C. CONTRACTOR shall obtain, pay for, and maintain in full force and effect throughout the term of this Agreement, automobile insurance which covers each County Vehicle in accordance with the Indemnification and Insurance paragraph of this 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 Vehicle provided by COUNTY.~~

~~E. At its sole discretion, ADMINISTRATOR may at any time require the return of any County~~

~~Vehicle provided to CONTRACTOR. Further, it is understood by the parties that any County Vehicles are to be surrendered immediately and in good working order and condition to COUNTY upon termination of this Agreement~~

II. USE OF COUNTY VEHICLE

~~A. CONTRACTOR shall require each person employed by CONTRACTOR to provide the services set forth in this Agreement and to read the rules and regulations for use of the County Vehicle. In addition, employees authorized by CONTRACTOR to drive the 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 Vehicle.~~

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

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

~~// shall not be operated outside the County of Orange unless specifically authorized, in writing, by ADMINISTRATOR.~~

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

~~possession of Subcontractors or agents of CONTRACTOR.~~

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

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

~~//~~

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

~~//~~

~~//~~

EXHIBIT G
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 AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular

~~E. EXTERIOR/INTERIOR OF VEHICLE — CONTRACTOR shall not, under any circumstances, modify the exterior or interior of any County 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.~~

III. OPERATOR QUALIFICATIONS

~~The driver(s), provided by CONTRACTOR to drive a County Vehicle in the performance of this 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 County 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 County 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 County Vehicle by maintaining the Log described in Paragraph IV. Of this Exhibit B to the Agreement.~~

~~C. Preferably, experience working with recovering substance abusers.~~

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

~~1. knowledge of basic vehicle maintenance;~~ 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, 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

~~2. knowledge of Orange County streets and freeways.~~

IV. VEHICLE LOG

~~CONTRACTOR shall maintain within each 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. Name of driver.~~

~~B. Date, place and time of trip origin.~~

~~C. Purpose of trip and destination.~~

~~D. Mileage at start of trip.~~

~~E. Number of persons, and/or type(s) of articles transported.~~

~~F. Identification of intermediate stops.~~

~~G. Mileage and time of arrival at destination.~~

~~H. Report of incidents.~~

V. VEHICLE MAINTENANCE

~~A. CONTRACTOR shall undertake periodic vehicle maintenance, inspection and repair in accordance with this 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 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.~~

VI. PARKING AND STORAGE

~~A. Each County Vehicle, when left unattended, shall be locked with the brakes set. When not in use and whenever possible, each 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 Vehicle and minimize exposure of the County Vehicle to damage, misuse, theft or vandalism.~~

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

VII. REPORTING

~~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 this Agreement, a copy of each driver's license and Department of Motor Vehicles (DMV) printout for each employee authorized to drive each County Vehicle. The DMV printout should not be dated earlier than the effective date of 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 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 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, and copies of receipts and invoices of maintenance and repair expenses incurred for each County Vehicle during the prior month.~~

~~E. CONTRACTOR shall notify ADMINISTRATOR, in accordance with the Notices paragraph of this Agreement, of any collisions or incidents involving a County Vehicle. CONTRACTOR shall investigate any damage or misuse of the County 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.~~

VIII. COLLISIONS

~~A. Each County 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 County Vehicle. Procedures to be followed by the operator of a County Vehicle in the event of a collision shall include, but not be limited to:~~

~~1. Request local Police or California Highway Patrol (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 County Vehicle.~~

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 F 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 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.

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 SSA and CHHS and in the Agreement between 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

1 Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of
2 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
3 same requirements for privacy and security safeguards for confidential data that apply to
4 CONTRACTOR with respect to such information.

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

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

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

18 g. Cooperation with COUNTY. With respect to DHCS PI, to _____ 4.
19 ~~Identify and obtain the name(s) of the driver(s) of other vehicle(s) involved through driver's~~
20 ~~license(s):~~
21 ~~_____ a. Inquire whether the address on the license is current.~~
22 ~~_____ b. Request a residential address and a business telephone number.~~
23 ~~_____ 5. Obtain the names(s) of any other passenger(s) in the vehicle(s) involved, the vehicle(s)~~
24 ~~license plate number and the name(s) of anyone who witnessed the collision.~~
25 ~~_____ 6. Reporting the Collision _____ Complete the Vehicle Collision Report [County Form~~
26 ~~F293-FORM SAFETY.5 (Revision 11/19/98)] available from CONTRACTOR. CONTRACTOR shall~~
27 ~~prepare five (5) copies of the report, retaining one (1), and delivering the other four (4) within twenty-~~
28 ~~four (24) hours to ADMINISTRATOR.~~
29 ~~_____ 7. Investigation of Collision _____ Circumstances surrounding a collision may be investigated by local~~
30 ~~law enforcement authorities, COUNTY, County of Orange CEO/Risk Management, or the insurer~~
31 ~~representing COUNTY. _____ CONTRACTOR and employee(s) shall cooperate with investigators~~
32 ~~representing COUNTY. Any inquiries from other sources shall be referred to the County of Orange~~
33 ~~CEO/Risk Management.~~

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

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

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

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