

## Attachment A

1 AGREEMENT FOR PROVISION OF  
2 DRUG MEDI-CAL SUBSTANCE USE DISORDER OUTPATIENT SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 «UC\_NAME» «UC\_DBA»  
7 APRIL 1, 2018 THROUGH JUNE 30, 2020  
8

9 THIS AGREEMENT entered into this 1st day of April 2018 (effective date), is by and between the  
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and «UC\_NAME»  
11 «UC\_DBA», a «CORP\_STATUS» (CONTRACTOR). COUNTY and CONTRACTOR may sometimes  
12 be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be  
13 administered by the County of Orange Health Care Agency (ADMINISTRATOR).  
14

15 W I T N E S S E T H :  
16

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Drug Medi-  
18 Cal Substance Use Disorder Outpatient services described herein to the residents of Orange County; and

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

21 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
22 herein, COUNTY and CONTRACTOR do hereby agree as follows:  
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DocuSigned by:  
*Eric Devine*  
C4E3686C1E6D4FD...

1/2/2018

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**REFERENCED CONTRACT PROVISIONS****Term:** April 1, 2018 through June 30, 2020

Period One means the period from April 1, 2018 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

Period Three means the period from July 1, 2019 through June 30, 2020

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation: \$ 798,500

Period Two Aggregate Maximum Obligation: 3,194,000

Period Three Aggregate Maximum Obligation: 3,194,000

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$7,186,500

**Basis for Reimbursement:** Negotiated Rate**Payment Method:** Monthly in Arrears**CONTRACTOR DUNS Number:** «DUNS»**CONTRACTOR TAX ID Number:** «TAX\_ID»**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «CONTACT»  
«LC\_NAME»  
«ADDRESS\_Line\_1»  
«ADDRESS\_Line\_2»  
«CITY\_STATE\_ZIP»  
«CONTACT\_EMAIL»

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**I. ACRONYMS**

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

A.	ARRA	American Recovery and Reinvestment Act
B.	ASAM	American Society of Addiction Medicine
C.	ASRS	Alcohol and Drug Programs Reporting System
D.	CalOMS	California Outcomes Measurement System
E.	CAP	Corrective Action Plan
F.	CCC	California Civil Code
G.	CCR	California Code of Regulations
H.	CEO	County Executive Office
I.	CFDA	Catalog of Federal Domestic Assistance
J.	CFR	Code of Federal Regulations
K.	CHPP	COUNTY HIPAA Policies and Procedures
L.	CHS	Correctional Health Services
M.	COI	Certificate of Insurance
N.	DATAR	Drug Abuse Treatment Access Report
O.	DHCS	Department of Health Care Services
P.	D/MC	Drug/Medi-Cal
Q.	DPFS	Drug Program Fiscal Systems
R.	DRS	Designated Record Set
S.	EHR	Electronic Health Records
T.	ePHI	Electronic Protected Health Information
U.	FTE	Full Time Equivalent
V.	GAAP	Generally Accepted Accounting Principles
W.	HCA	Health Care Agency
X.	HHS	Health and Human Services
Y.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
Z.	HSC	California Health and Safety Code
AA.	IRIS	Integrated Records and Information System
AB.	ISO	Insurance Services Office
AC.	LPHA	Licensed Practitioner of the Healing Arts
AD.	MAT	Medication Assisted Treatment
AE.	NIATx	Network for Improvement of Addiction Treatment
AF.	NIST	National Institute of Standards and Technology
AG.	NPI	National Provider Identifier

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1	AH. OIG	Office of Inspector General
2	AI. OMB	Office of Management and Budget
3	AJ. OPM	Federal Office of Personnel Management
4	AK. PA DSS	Payment Application Data Security Standard
5	AL. PC	State of California Penal Code
6	AM. PCI DSS	Payment Card Industry Data Security Standard
7	AN. PHI	Protected Health Information
8	AO. PII	Personally Identifiable Information
9	AP. PRA	Public Record Act
10	AQ. SIR	Self-Insured Retention
11	AR. SUD	Substance Use Disorder
12	AS. TB	Tuberculosis
13	AT. HITECH Act	Health Information Technology for Economic and Clinical Health
14		Act, Public Law 111-005
15	AU. UMDAP	Uniform Method of Determining Ability to Pay
16	AV. USC	United States Code
17	AW. WIC	State of California Welfare and Institutions Code

## II. ALTERATION OF TERMS

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

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

## III. ASSIGNMENT OF DEBTS

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

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**IV. COMPLIANCE**

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

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

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

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet

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ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's compliance program, code of conduct and any Compliance related policies and procedures contain 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, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

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

1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, 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 (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

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

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

3. 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.

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



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1 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and  
2 State of California health programs and have not been excluded or debarred from participation in any  
3 federal or state health care programs, and to further represent to CONTRACTOR that they do not have  
4 any Ineligible Person in their employ or under contract.

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

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

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

23 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General  
24 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
32 participate in the quality improvement activities developed in the implementation of the Quality  
33 Management Program.

34 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
35 Competence Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural  
36 Competence Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
37 §1810.410.subds. (c)-(d).)

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

## 7 8 **V. CONFIDENTIALITY**

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

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

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

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

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

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

## 34 35 **VI. COST REPORT**

36 A. CONTRACTOR shall submit a separate Cost Report for Period One, Period Two, and Period  
37 Three, or for a portion thereof to COUNTY no later than forty-five (45) calendar days following the

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1 period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the  
2 Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the  
3 Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect  
4 costs to and between programs, cost centers, services, and funding sources in accordance with such  
5 requirements and consistent with prudent business practice, which costs and allocations shall be  
6 supported by source documentation maintained by CONTRACTOR, and available at any time to  
7 ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

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

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

D. Costs of Medi-Cal services shall not exceed the DHCS-approved County Drug Medi-Cal interim rate

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

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

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

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

## **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.

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

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

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

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

7. Shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act), under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act. (42 CFR §§438.2149d)(1)-438.610(b); 42 U.S.C. §1320c-5)).

B. An individual or entity who is affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section. (42 CFR §438.610(a)(2)).

C. 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. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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2. 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 Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this 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 or any governing body of CONTRACTOR at one time.

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

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

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

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

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

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## Attachment A

**IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

**X. EQUIPMENT**

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

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

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

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,

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## Attachment A

1 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
2 cost, if any.

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

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

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

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

16  
17 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

23  
24 **XII. INDEMNIFICATION AND INSURANCE**

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

35 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
36 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
37 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.

## Attachment A

1 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements  
2 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors  
3 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance  
4 subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

33 F. QUALIFIED INSURER

34 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of  
35 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current  
36 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,  
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## Attachment A

1 but not mandatory, that the insurer be licensed to do business in the state of California (California  
2 Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non–owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

#### 27 H. REQUIRED COVERAGE FORMS

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

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

#### 32 I. REQUIRED ENDORSEMENTS

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

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36 //

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## Attachment A

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

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

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

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

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

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

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

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

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

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

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

36 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
37 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY

## Attachment A

1 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
2 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this  
3 Agreement by COUNTY.

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

7 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

31  
32 **XIII. INSPECTIONS AND AUDITS**

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

## Attachment A

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

6 | B. ADMINISTRATOR shall inform providers and CONTRACTOR, at the time they enter into a  
7 | contract, of the following:

8 | 1. Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in  
9 | 42 C.F.R. 438.400 through 42 C.F.R. 438.424.

10 | 2. The beneficiary's right to file grievances and appeals and the requirements and timeframes  
11 | for filing.

12 | 3. The availability of assistance to the beneficiary with filing grievances and appeals.

13 | 4. The beneficiary's right to request continuation of benefits that the ADMINISTRATOR  
14 | seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable  
15 | time-frames, although the beneficiary may be liable for the cost of any continued benefits while the  
16 | appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

17 | C. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records,  
18 | documents, contracts, computers, or other electronic systems pertaining to Medi-Cal/Drug Medi-Cal  
19 | enrollees, Medi-Cal/Drug Medi-Cal-related activities, services, and activities furnished under the terms  
20 | of the Agreement or determinations of amounts payable available at any time for inspection,  
21 | examination of copying by the State, CMS, HHS Inspector General, the United States Comptroller  
22 | General, their designees, and other authorized federal and state agencies. (42 CFR §438.3(h)) This audit  
23 | right will exist for ten (10) years from the final date of the contract period or from the date of  
24 | completion of any audit, whichever is later. (42 CFR §438.230(c)(3)(iii).) The State, CMS, or HHS  
25 | Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a  
26 | reasonable possibility of fraud or similar risk, then. (42 CFR §438.230(c)(3)(iv).)

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

31 | E. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of  
32 | services.

#### 34 | **XIV. LICENSES AND LAWS**

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

## Attachment A

1 required by the laws, regulations and requirements of the United States, the State of California,  
2 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
3 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
4 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
5 and exemptions. Said inability shall be cause for termination of this Agreement. In addition, all  
6 treatment providers will be certified by the State Department of Health Care Services as a Drug Medi-  
7 Cal provider and must meet any additional requirements established by COUNTY as part of this  
8 certification.

9 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

33 1. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

34 2. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse  
35 prevention and treatment block grants and/or projects for assistance in transition from  
36 homelessness grants.

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3. 42 USC §§1320d through 1320d–9, Administrative Simplification.
4. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
5. 42 USC §§290aa through 290kk–3, Substance Abuse and Mental Health Services Administration.
6. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
7. 42 USC §290dd–2, Confidentiality of Records.
8. ARRA of 2009.
9. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
10. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
11. Code of Federal Regulations, Title 42, Public Health.
12. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
13. Federal Medicare Cost reimbursement principles and cost reporting standards.
14. HSC, §§11758.40 through 11758.47, Medi-Cal Drug Treatment Program.
15. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
16. HSC, §11876, Narcotic Treatment Programs.
17. Orange County Medi-Cal Mental health Managed Care Plan.
18. State of California, Department of Health Care Services, Drug Medi-Cal Billing Manual, June 2017.
19. Title 22, CCR, §51009, Confidentiality of Records.
20. U.S. Department of Justice, Drug Enforcement Administration.
21. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
22. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E).
23. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C).
24. Standards for Drug Treatment Programs (October 21, 1981) (Document 2F).
25. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
26. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.
27. Title 9, CCR, Section 1810.435.
28. Title 9, CCR, Section 1840.105.

D. CONTRACTOR shall be required that the Agreement be governed by, and construed in accordance with, all laws and regulations, and contractual obligations under this Agreement.

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

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by



## Attachment A

ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

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

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

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

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

## **XVI. MAXIMUM OBLIGATION**

A. The Total Aggregate Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

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

## **XVII. MINIMUM WAGE LAWS**

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

## Attachment A

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

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

8  
9 **XVIII. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

11 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
12 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
13 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
14 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
15 orientation, or military and veteran status. Additionally, during the term of this Agreement,  
16 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall  
17 not unlawfully discriminate against any employee or applicant for employment because of his/her race,  
18 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
19 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
20 orientation, or military and veteran status.

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

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

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

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

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## Attachment A

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 – §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Client or potential Client any service, benefit, or accommodation.
2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
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.
5. Assignment of times or places for the provision of services.

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

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.

## Attachment A

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

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

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

### 18 **XIX. NOTICES**

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

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

24 2. When faxed, transmission confirmed;

25 3. When sent by Email; or

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

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

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

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

## Attachment A

**XX. NOTIFICATION OF DEATH**

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

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

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

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

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

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

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

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

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

**XXII. PAYMENT CARD COMPLIANCE**

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PCI DSS and PA DSS compliant and will remain compliant

1 during the entire duration of this Agreement. CONTRACTOR agrees to immediately notify COUNTY  
2 in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to  
3 return to compliance and shall be compliant within ten (10) business days of the commencement of any  
4 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written  
5 certification of CONTRACTOR's PCI DSS and/or PA DSS compliance.

### 6 7 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 11 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),  
12 75055(a), 75343(a), and 77143(a).
- 13 2. State of California, Department of Health Care Services ASRS Manual.
- 14 3. State of California, Department of Health Care Services DPFS Manual.
- 15 4. California Health and Safety Code §123145.
- 16 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

22 C. CONTRACTOR's Client records shall be maintained in a secure manner. CONTRACTOR  
23 shall maintain Client records and must establish and implement written record management procedures.

24 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
25 commencement of the contract, unless a longer period is required due to legal proceedings such as  
26 litigations and/or settlement of claims.

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

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

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

## Attachment A

1 G. CONTRACTOR may retain Client documentation electronically in accordance with the terms  
2 of this Agreement and common business practices. If documentation is retained electronically,  
3 CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

16 J. CONTRACTOR shall retain all Client medical records for ten (10) years following discharge of  
17 the Client, with the exception of non-emancipated minors for whom records must be kept for at least  
18 one (1) year after such minors have reached the age of eighteen (18) years, or for ten (10) years after the  
19 last date of service, whichever is longer.

20 K. CONTRACTOR shall obtain an NPI for each site identified as a location for providing  
21 contractual services. Provider's site NPIs must be submitted to the ADMINISTRATOR prior to  
22 rendering services to clients. Contractors providing direct or indirect services for State reporting must  
23 also submit rendering (individual) provider NPIs to ADMINISTRATOR for each staff member  
24 providing Medi-Cal billable services. Contractor reimbursement will not be processed unless NPIs are  
25 on file with ADMINISTRATOR in advance of providing services to clients. It is the responsibility of  
26 each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the  
27 NPES. Each contract site, as well as every staff member that provides billable services, is responsible  
28 for notifying the NPES within 30 calendar days of any updates to personal information, which may  
29 include, but is not limited to, worksite address, name changes, taxonomy code changes, etc.

30  
31 **XXIV. RESEARCH AND PUBLICATION**

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

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## Attachment A

**XXV. REVENUE**

A. CLIENT FEES – CONTRACTOR shall not charge a fee to DMC beneficiaries to whom services are provided pursuant to this Agreement, their estates and/or responsible relatives, unless a Share of Cost is determined per Medi-Cal eligibility.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges. An Assignment of Benefits must be present in a Participant's file when applicable.

**XXVI. SEVERABILITY**

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

**XXVII. SPECIAL PROVISIONS**

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.



## Attachment A

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

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

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

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

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

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

16. Assisting, promoting, or deterring union organizing.

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

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

1. Funding travel or training (excluding mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

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

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

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

## **XXVIII. STATUS OF CONTRACTOR**

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

## Attachment A

1 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
2 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner  
3 to be COUNTY's employees.

4  
5 **XXIX. TERM**

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

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

15  
16 **XXX. TERMINATION**

17 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'  
18 written notice given the other Party.

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

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

- 25 1. The loss by CONTRACTOR of legal capacity.  
26 2. Cessation of services.  
27 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
28 another entity without the prior written consent of COUNTY.  
29 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
30 required pursuant to this Agreement.  
31 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
32 this Agreement.  
33 6. The continued incapacity of any physician or licensed person to perform duties required  
34 pursuant to this Agreement.  
35 7. Unethical conduct or malpractice by any physician or licensed person providing services  
36 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR

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## Attachment A

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
2 Agreement.

3 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

25 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
26 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
27 orderly transfer.

28 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with  
29 Client's best interests.

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

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

34 8. To the extent services are terminated, cancel outstanding commitments covering the  
35 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
36 commitments which relate to personal services. With respect to these canceled commitments,  
37 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims

## Attachment A

1 arising out of such cancellation of commitment which shall be subject to written approval of  
2 ADMINISTRATOR.

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

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

9  
10 **XXXI. THIRD-PARTY BENEFICIARY**

11 Neither Party hereto intends that this Agreement shall create rights hereunder in third-parties  
12 including, but not limited to, any subcontractors or any Clients provided services pursuant to this  
13 Agreement.

14  
15 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

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## Attachment A

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

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4 «UC\_NAME»

5  
6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11  
12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_



13  
14 TITLE: \_\_\_\_\_

15  
16  
17  
18 COUNTY OF ORANGE

19  
20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

23  
24  
25  
26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30 BY:  DATED: 1/2/2018  
31  DEPUTY

32  
33  
34 If the contracting Party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR.

## Attachment A

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
DRUG MEDI-CAL SUBSTANCE USE DISORDER OUTPATIENT SERVICES  
BETWEEN  
COUNTY OF ORANGE  
«UC\_NAME» «UC\_DBA»  
APRIL 1, 2018 THROUGH JUNE 30, 2020

**I. COMMON TERMS AND DEFINITIONS**

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

1. AB 109 means services for those Clients deemed eligible by Assembly Bill 109, Public Safety Realignment, under which the Client's last offense was non-violent, non-sexual, and non-serious.

2. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the Participants are receiving services at least twice per month and/or per contractual requirements. All services shall be performed and documented per Orange County DMC-ODS Implementation plan, and Title 22 revisions due to the majority of caseloads being Drug Medi-Cal eligible.

3. Access Log means entering each person's initial contact date, intake date and date of first service, level of care and any other information requested by County into the Access Log as an IRIS component. Participants may be introduced to services through various sources, including the 24-hour access line, Administrative Services Organization (ASO), the medical community, the Managed Care Plan-Cal Optima (MCP) the County operated BHS navigation system, other community partners, or by direct contact with a provider.

4. ASAM-Designated Levels of Care means a designation that is issued by DHCS to an outpatient program based on the services provided at the facility. For the purposes of this Agreement, CONTRACTOR shall provide services in accordance with one of the following ASAM-Designated Levels of Care:

a. Outpatient Services: ASAM Level 1 means outpatient drug free services (ODF) are provided to adults and youth experiencing SUD who meet medical necessity for this level of care, determined by an LPHA or physician's diagnosis and County-based ASAM criteria. Services shall be less than nine (9) hours per week for adults and less than six (6) hour per week for adolescents.

b. Intensive Outpatient Services (IOT): ASAM Level 2.0 means services are provided a minimum of nine hours with a maximum of nineteen (19) hours per week for adults and a minimum of six (6) hours with a maximum of nineteen (19) hours per week for adolescents when determined by a LPHA or Medical Director to be medically necessary.

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## Attachment A

1           5. DMC 2nd Service documentation means that under DMC-ODS a provider may submit  
2 claims for the same participant receiving more than one service on the same date by various providers or  
3 at a single provider (e.g., IOT case management and group on the same day). There remains an  
4 exception with regard to claiming two (2) groups on the same calendar day for DMC covered  
5 participants.

6           6. CalOMS means the California Outcomes Measurement System which is a statewide  
7 Participant-based data collection and outcomes measurement system as required by the State to  
8 effectively manage and improve the provision of alcohol and other drug services at the State, County,  
9 and provider levels. Each DMC certified site shall have a separate CalOMS number.

10          7. Case and Administrative Reviews means on-site reviews conducted by ADMINISTRATOR  
11 that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or  
12 conducting an audit, review, evaluation, or examination. Such persons may at all reasonable times  
13 inspect, retain copies for purposes of non-confidential disclosure/breach situations, services in-question  
14 requiring County management direction or otherwise evaluate the services provided pursuant to this  
15 Agreement, and the premises in which they are provided. Any confidential information shall be  
16 transported via a locked container.

17          8. Case Management means services including, but not limited to, referral and linkage to  
18 ancillary services not provided by the contractor such as contacting outside agencies and making  
19 referrals for services, including academic education, vocational training, medical and dental treatment,  
20 pre-and-post counseling and testing for infectious diseases, legal assistance, job search assistance,  
21 financial assistance, childcare, and self-help programs such as 12-step programs to help client build  
22 support in the community and deal with impairments in life skills due to their substance use problems.  
23 Case management services include periodic reassessment of the client's need for continued case  
24 management services and assistance to successfully transition to lower or higher levels of care, as  
25 determined by review of the treatment plans.

26          9. CESI and CEST means self-administered survey instruments designed to assess  
27 Participants' motivation for change, engagement in treatment, social and peer support, and other  
28 psychosocial indicators of progress in recovery.

29          10. Collateral Counseling means face-to-face sessions with the significant persons in the  
30 Participant's life, focusing on their treatment needs to support the achievement of the Participant's  
31 treatment goals. Significant persons does not include those with an official or professional relationship  
32 with the Participant. The Participant may or may not be present during the session.

33          11. Diagnosis means the definition of the nature of the Participant's substance use disorder.  
34 When formulating the diagnosis of Participant, CONTRACTOR shall use the diagnosis codes as  
35 specified in the most current edition of the DSM published by the American Psychiatric Association.  
36 DSM diagnosis shall be recorded on all IRIS documents, as appropriate. It shall also be recorded on the  
37 Medical Necessity form and Treatment Plans.

## Attachment A

12. Evidence based treatment means the integration of clinical expertise, patient values, and the best research evidence into the decision making process for patient care. Such practices may include DBT, CBT, MET, Seeking Safety, Living in Balance or others.

13. Intake/Screening prior to admission, programs will screen the individual for placement into ODF or IOT treatment using the Brief County American Society of Addiction Medicine (ASAM) based Screening and Placement Tool, SBIRT questionnaire or any other tools as designated by HCA. Individuals needing a higher level of care shall be provided the appropriate services until linkage to a higher level of care is made.

14. Intake/Assessment means utilizing the Full County ASAM-based Assessment and Placement Tool, or any other tools as designated by HCA, to provide a standardized, comprehensive risk and needs assessment to each Participant to assess substance use history, family history, mental and emotional status, educational status, legal status, and vocational background, as well as daily living skills, stress management, literacy, employment, et al, as listed in Title 22, Standard Terms & Conditions and OC DMC-ODS Plan.

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

16. IRIS Service means a face-to-face contact, which results in a record of Therapeutic Experience in a Participant's chart. Self-help meetings are not to be entered into IRIS as a service.

17. Level of Care Assessment is a comprehensive set of guidelines for placement, continued stay and transfer/discharge of Clients with addiction and co-occurring conditions developed by HCA based on ASAM criteria.

18. Licensed Provider of the Healing Arts (LPHA) means licensed physicians, licensed psychologist, licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed vocational nurses, and licensed psychiatric technicians who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

19. Linkage means connecting clients 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.

20. LPHA means any Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, or Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.

21. MAT Services means the use of Federal Drug Administration-approved medications in combination with behavioral therapies to provide a whole person approach to treating substance use disorders. This includes providing, ordering and monitoring the administration of Vivitrol injections by



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those providers contracted with HCA to provided MAT services. Referrals may be made by a non-contracted provider to providers holding said contract.

22. NIATx is a model for improving business process to increase admissions, increase continuation in treatment, decrease no-shows and/or decrease waiting times. Provider shall track the selected NIATx goal and maintain evidence of the goal's success or not. The goals selected shall be reflective of issues the provider may be having and should change when goal is completed.

23. Medical Necessity means the establishment by a Contractor's Medical Director, who is a physician, or LPHA that a Participant meets admission criteria and continuing care justification pursuant to CCR, Title 22. The initial medical necessity determination for the DMC-ODS benefit must be performed through a face-to-face review or telehealth by a Medical Director, licensed physician, or LPHA within thirty (30) calendar days of admission. After establishing a diagnosis, the County-based ASAM criteria shall be applied to determine placement into the level of assessed services. Ongoing Medical Necessity shall be established between the fifth (5) and sixth (6) month for continuing care and for each six (6) month interval the Participant remains in treatment. If no continuing care Medical Necessity Justification is present or applicable, the Participant shall be discharged. Any person seeking services who does not meet medical necessity by not having a SUD diagnosis, shall not be entered into services.

24. Participant means a person who has a substance use disorder, for whom a COUNTY-approved intake process and admission for outpatient services has been completed pursuant to the Agreement.

25. Physician Consultation Services include DMC physicians' consulting with addiction medicine, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with participants'; but are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS participants. These services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. County has said physicians' to provide such consultation. County physicians, psychiatrists, and pharmacists may also consult with provider addiction medicine physicians to seek advice.

26. Recovery Maintenance Services shall be offered to all Orange County adult clients, 18 and over, in SUD residential and outpatient programs, who are living in recovery from substance abuse disorders, and who may require a support system and assistance with maintaining their recovery. Services can be provided on-site, via telephone, or in the community. RMS services shall include all of the following required components:

- a. Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- b. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
- c. Substance Abuse Assistance: Peer-to-peer services and relapse prevention;

## Attachment A

1 d. Education and Job Skills: Linkages to life skills, employment services, job training and  
2 education services;

3 e. Family Support: Linkages to childcare, parent education, child development support  
4 services, family/marriage education;

5 f. Support Groups: Linkages to self-help and support, spiritual and faith-based support;

6 g. Ancillary Services: Linkages to housing assistance, transportation, case management,  
7 individual services coordination.

8 h. While Orange County contracts with a stand-alone RMS service provider that is a  
9 referral option after departure from a treatment program, each provider shall include an individualized  
10 course of Recovery Services available to those participants needing access to additional support whether  
11 they are triggered, have relapsed or as a preventative measure to prevent relapse after completing their  
12 course of treatment and no longer a client at the provider.

13 27. Self Help Meeting means a non-professional, peer participatory meeting formed by people  
14 with a common problem or situation offering mutual support to each other towards a goal of healing or  
15 (recovery).

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

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

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

## 21 **II. PAYMENTS**

22 A. BASIS FOR REIMBURSEMENT - As compensation to CONTRACTOR for services provided  
23 pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following  
24 rates of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all  
25 other COUNTY contract providers for all substance use disorder treatment services for substance users  
26 shall not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract  
27 Provisions of the Agreement; and provided further, that CONTRACTOR's costs are allowable pursuant  
28 to applicable COUNTY, federal, and state regulations. Non-compliance will require the completion of  
29 CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by  
30 ADMINISTRATOR, payments may be reduced accordingly. All payments are interim payments only,  
31 and subject to final settlement in accordance with the Cost Report  
32 Paragraph of the Agreement.

33 1. For Medi-Cal services provided pursuant to the Agreement, COUNTY shall claim  
34 reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are  
35 eligible.  
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## Attachment A

2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a monthly basis. ADMINISTRATOR shall review billing and remit to Accounting for submission to the State Medi-Cal unit.

3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) days of written notification by COUNTY.

<u>Modes of Service</u>		<u>Reimbursement Rate</u>
ODF Individual Counseling	\$	«ODF_IC_RATE»
ODF Group Counseling	\$	«ODF_GC_RATE»
ODF Case Management	\$	«ODF_CM_RATE»
IOT Individual Counseling	\$	«IOT_IC_RATE»
IOT Group Counseling	\$	«IOT_GC_RATE»
IOT Case Management	\$	«IOT_CM_RATE»
Physician Consultation	\$	«PHYS_CON_RATE»
MAT	\$	«MAT_SRVC_RATE»
Recovery Services – Individual Counseling	\$	«RS_IC_RATE»
Recovery Services – group counseling	\$	«RS_GC_RATE»
Recovery Services – case management	\$	«RS_CM_RATE»

B. 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 II.B of this Exhibit A to the Agreement.

C. 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.

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## Attachment A

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

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

5 F. CONTRACTOR shall establish a written policy to ensure separation of duties related to  
6 providing direct services and entering into the IRIS system. IRIS data shall be entered using the  
7 treatment information provided in the chart by direct service staff.

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

12 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
13 Payments Paragraph of this Exhibit A to the Agreement.  
14

### 15 **III. RECORDS**

16 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance  
17 with the COUNTY Guidelines and CCR, Title 22, related to DMC-ODS, and DHCS Certification  
18 Standards on each Participant in sufficient detail to permit an evaluation of services, which shall  
19 include, but need not be limited to:

20 1. Intake, Medical Necessity, and Treatment plans shall be documented within thirty (30)  
21 calendar days in the Participant's record.

22 2. Upon completion of Intake, an admission record shall be completed and documented in the  
23 progress notes that outpatient treatment services are appropriate for the Participant. Such  
24 documentation, for outpatient treatment services, shall specify alcohol and/or other drugs used and  
25 identify the social, psychological, physical, and/or behavioral problems related to alcohol and/or other  
26 drug use.

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

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

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

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## Attachment A

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

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

#### **IV. REPORTS**

##### **A. MONTHLY PROGRAMMATIC**

1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR. These monthly programmatic reports shall be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month following the report month.

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

B. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS and CalOMS data for the preceding month. All services shall be entered into IRIS. CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission record in IRIS within seven (7) calendar days of Participant admission. CONTRACTOR shall complete a CalOMS discharge record in IRIS within seven (7) calendar days of Participant's last face to face session. CONTRACTOR shall regularly run a CalOMS error detail report (CEDR) and correct any errors within two (2) business days of posting on the report and continue to recheck until error free. Annuals are due thirty (30) days prior to the anniversary date. Any individual provider of services must have an NPI number and be listed in IRIS as the provider of the service conducted prior to performing any clinical services.

C. CONTRACTOR shall obtain from eighty percent (80%) of Participants, the completed CESI within thirty (30) calendar days of admission, and the CEST shall be completed at mid-point and at completion for those Participants receiving at a minimum forty-five (45) calendar days of treatment.

1. CONTRACTOR shall ensure that surveys are completed by designated Participants, timely and accurately, including but not limited to, ensuring surveys contain provider number, Participant ID number, responses to all psychosocial questions, responses for 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, on the tenth (10th) business day of each month.

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

## Attachment A

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

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 information requested and the timeframe the information is needed.

## V. SERVICES

A. FACILITY – CONTRACTOR shall provide Substance Use Disorder Outpatient Services at the following location, or at any other Certified DMC facility approved in advance, in writing, by ADMINISTRATOR.

«SUDOP\_FAC1\_STREET»

«SUDOP\_FAC2\_STREET»

«SUDOP\_FAC1\_CITY\_ST\_ZIP»

«SUDOP\_FAC2\_CITY\_ST\_ZIP»

«SUDOP\_FAC3\_STREET»

«SUDOP\_FAC4\_STREET»

«SUDOP\_FAC3\_CITY\_ST\_ZIP»

«SUDOP\_FAC4\_CITY\_ST\_ZIP»

1. CONTRACTOR's facility for Outpatient services shall operate, at least, Monday through Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate working Participants unable to participate during regular daytime hours.

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

3. CONTRACTOR shall provide at a minimum, on site or by referral, outpatient prenatal and postpartum medical care, pediatric care, vocational/educational services to pregnant or parenting participants.

4. CONTRACTOR shall be DMC Certified to provide DMC Outpatient Drug Free and Intensive Outpatient services to DMC beneficiaries prior to initiating this Agreement. CONTRACTOR will be expected to provide DMC treatment services and bill per Outpatient Drug Free or Intensive Outpatient Medi-Cal CCR, Title 22 California Code of Regulations. Therefore, CONTRACTOR must be:

- a. DMC certified and with a billing system established before services commence.
- b. Diligent and maintain active DMC certification throughout the period of the contract.
- c. Must have an ability to bill DMC and have a current contract with the County.

## Attachment A

- 1 d. Close proximity to public transportation for easy access for clients.  
2 e. Have a safe, drug-free, and welcoming environment and staff.  
3 f. Provide for translation services or employ bi-lingual personnel to enhance  
4 understanding for those participants who are non-English speaking.  
5 g. Provide private rooms for individual counseling, separate administrative area for  
6 operations, billing and file storage.  
7 h. Located in Orange County.  
8 i. Certain to include DMC administrative costs of ten percent (10%) of the annual DMC  
9 budget allocation for purposes of quality assurance to be provided by the COUNTY.

10 j. Time frames may be adjusted with prior approval from ADMINISTRATOR

11 B. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,  
12 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
13 shall specify the facilities are "smoke free" with designated smoking areas outside the facility.

14 C. PERSONS TO BE SERVED SUBSTANCE USE DISORDER OUTPATIENT SERVICES –  
15 CONTRACTOR shall serve adults, ages eighteen (18) years or older, and/or adolescents ages (12-17),  
16 who have abstained from substance use for at least twenty-four (24) hours; who have a diagnosis of  
17 substance use disorder and meet medical necessity as determined by a physician.

18 D. ADMISSIONS FOR SUBSTANCE USE DISORDER OUTPATIENT SERVICES

19 1. CONTRACTOR shall accept any person who is physically and mentally able to comply  
20 with the program's rules and regulations and is Drug Medi-Cal eligible. Admission to a program will  
21 occur only if determined appropriate by the diagnosis of a SUD, as defined in the current DSM  
22 (excluding tobacco use and non-substance related disorders), and by assessment using all six (6)  
23 dimensions of the County ASAM based criteria conducted, or reviewed and approved in a face-to-face  
24 interaction by a LPHA, or a physician. Persons with co-occurring disorders and or chronic conditions  
25 who require prescribed medication shall not be precluded from acceptance or admission solely based on  
26 their licit use of prescribed medication(s).

27 2. CONTRACTOR shall have a policy that requires Participants who show signs of any  
28 communicable disease, or through medical disclosure during the intake process admitting to a health  
29 related problem that would put others at risk, to be cleared medically before services are provided by the  
30 program.

31 3. Participants shall attend an orientation session within seventy-two (72) hours of admission  
32 which shall describe the functions and requirements of the program.

33 4. CONTRACTOR shall grant priority in admissions to persons referred by  
34 ADMINISTRATOR as per the Substance Abuse Prevention and Treatment Block Grant excluding  
35 DMC beneficiaries

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

## Attachment A

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

7. CONTRACTOR shall evaluate Client for DMC eligibility. All DMC eligible Participants shall be enrolled in DMC and services shall be billed accordingly, as directed in Subparagraph II.A. of this Exhibit A to the Agreement. Clients who do not meet DMC eligibility should be referred by CONTRACTOR to the County owned and operated Substance Abuse Clinics.

E. WAITING LIST – CONTRACTOR shall maintain a waiting list for the Substance Use Disorder Outpatient program which satisfies the following requirements:

1. To engage the DMC beneficiaries in the treatment process as quickly as possible.  
2. Only individuals who have been screened to determine eligibility for admission are on the waiting list. No persons eligible for DMC services will be placed on waiting lists for such services due to budgetary constraints as DMC is considered payment in full.

3. 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, eligibility criteria, and dates and nature of follow up contacts.

4. 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.

5. 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.

F. WORKLOAD STANDARDS – One (1) Direct Service Hour (DSH) will be equal to sixty (60) minutes of direct services.

1. CONTRACTOR shall provide an average of seventy-five (75) DSH per month or nine hundred (900) DSH per year per FTE of direct clinician time which shall include Individual Counseling, Case Management, Crisis Intervention, and Group Counseling Services. One (1) DSH shall be equal to one (1) hour. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum.

2. SUBSTANCE USE DISORDER OUTPATIENT CASELOAD

CONTRACTOR will be staffed to serve a minimum of «SUDOP\_FAC1\_STREET». CONTRACTOR shall serve a minimum of «SUDOP\_FAC1\_STREET» unduplicated clients annually.

G. SERVICES TO BE PERFORMED

1. SUBSTANCE USE DISORDER OUTPATIENT SERVICES shall include, but not be limited to: a structured sequence of substance use disorder education, treatment planning, group and individual counseling for up to one hundred eighty (180) days. Successful completion of treatment may be considered when a participant has completed their treatment plan goals and may be earlier than one



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1 hundred eighty (180) days but no later than one hundred eighty (180) days without a continuing care  
2 justification between the fifth (5th) and sixth (6th) month of enrollment and each ongoing six (6) month  
3 period thereafter for DMC beneficiaries, as long as participant continues to meet Medical Necessity for  
4 SUD treatment services.

5 a. Screening – Prior to admission of adults, CONTRACTOR shall screen the individual  
6 using County's Brief County ASAM-based Assessment to be provided to CONTRACTORS. Individuals  
7 needing a higher level of care shall be provided appropriate services until linkage to a higher level of  
8 care is made. CONTRACTOR shall place the completed County ASAM-based tool, Health  
9 Questionnaire, SBIRT, and any other screening tools in the Participant's file, as well as, documentation  
10 of such.

11 b. Assessment CONTRACTOR shall assess the individual utilizing the Full County  
12 ASAM-based Assessment tool to provide a standardized, comprehensive risk and needs assessment to  
13 each Participant to assess substance use history, family history, mental and emotional status,  
14 educational, legal status and vocational background as well as daily living skills, stress management,  
15 literacy, employment, education and money management which is signed and dated by Participant and  
16 staff. If the assessment indicates there is no medical necessity for any SUD treatment levels, a Notice of  
17 Action (NOA) will be provided to the participant after the assessment, or mailed to the participant no  
18 later than three (3) working days after the decision to deny SUD services has been made.

19 c. Physical Examination If a participant had a physical within the twelve (12) month  
20 period prior to admission, the physician shall review documentation of the most recent physical within  
21 thirty (30) calendar days of admission to treatment. If a provider is unable to obtain documentation of  
22 the most recent physical, the provider shall describe the efforts made to obtain this documentation in the  
23 participant's record; or the physician, nurse practitioner or physician's assistant, may perform a physical  
24 within thirty (30) calendar days of admission. If the previous two options cannot be met, the provider  
25 must include on the initial and updated treatment plans the goal of obtaining a physical examination,  
26 until this goal is met. The physician or LPHA shall evaluate each participant to diagnose whether the  
27 participant has a Substance Use Disorder.

28 d. Outpatient Services: ASAM Level 1 means outpatient drug free services (ODF) are  
29 provided to adults and youth experiencing a SUD who meet medical necessity for this level of care,  
30 determined by an LPHA or physician's diagnosis and County-based ASAM criteria. Services shall be  
31 less than nine (9) hours per week for adults and less than six (6) hour per week for adolescents.

32 e. Intensive Outpatient Services (IOT): ASAM Level 2.0 means services are provided a  
33 minimum of nine hours with a maximum of nineteen (19) hours per week for adults and a minimum of  
34 six (6) hours with a maximum of nineteen (19) hours per week for adolescents when determined by a  
35 LPHA or Medical Director to be medically necessary. All services and documentation shall meet DMC  
36 standards. Components of Outpatient Services are:

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## Attachment A

- 1) Intake,
- 2) Individual Counseling between a beneficiary and a counselor/therapist. Services provided in-person, by telephone or by telehealth qualify as DMC reimbursable units of service. Individual sessions are restricted to Intake/Screening, Intake/Assessment on different day, Treatment Planning, Treatment Planning updates; Collateral, Crisis, and Discharge Planning services.
- 3) Group Counseling consisting of face-to-face contacts in which one or more therapists/counselors treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, with at least one being a DMC beneficiary. Each session must include the date and duration of service (begin and end times), topic of discussion and how it relates to substance use, CPT code, number of participants, and the printed, signed name and signature of the person(s) conducting the group. Topics for discussion shall include but not be limited to, the following:
  - a) Substance use education.
  - b) Conflict resolution, anger management, skills building.
  - c) Trauma (abuse, violence).
  - d) Relapse prevention.
  - e) Mechanisms for building self-esteem and personal assertiveness.
  - f) Life skills and vocational pursuits.
  - g) Cultural and acculturation issues.
  - h) Co-occurring issues.
  - i) Personal values, social relations, family functioning, coping mechanisms and related issues.
  - j) Chronic disease issues.
- 4) Group Sign-In Sheets – Group sign-in sheets that shall contain the printed and signed name of the participant, date of group, duration of group (e.g. start and end times), topic of group, , number of participants in group, , and printed and signed name of the therapist/counselor(s) conducting the group.
- 5) Outpatient documentation – shall occur for each session attended by the participant and include treatment plan progress on each note for at least one problem area. Staff documenting for any Participant's group or individual service shall understand progress notes are individualized narrative summaries and shall include the following:
  - a) The type and topic of the session and how the topic relates to substance disorders in the content of the progress note;
  - b) A description of the participant's progress on the treatment plan and/or referrals;
  - c) Information on attendance, including the date, start and end times of each group or individual and;
  - d) Type or legibly print the name, date and signature of the counselor or therapist who conducted the session and document services within seven (7) calendar days of the session.

## Attachment A

1 e) Include the appropriate CPT 10 code for the service delivered and the number  
2 of participants in attendance.

3 6) Family Therapy – the effects of addiction are far-reaching and the Participant’s family  
4 members and others significant to the participant are also affected by the SUD. Educational factors are  
5 important to the Participant’s and family’s recovery to help motivate the participant to remain in treatment  
6 and receive support for their own family recovery as well. This is not a Collateral Service.

7 7) Medication Assisted Treatment – the prescription of medication related to SUD  
8 treatment services, or the assessment of the side effects or results of that medication conducted by staff  
9 lawfully authorized to provide such services and/or order laboratory testing within their scope of  
10 practice or licensure. This means long-acting injectable Vivitrol which is reimbursed for onsite  
11 administration and physicians and licensed prescribers in DMC-ODS programs will be reimbursed for  
12 the ordering, prescribing, administering and monitoring.

13 8) Collateral Services – sessions with therapists or counselors and significant persons  
14 in the life of the Participant, focused on the treatment needs of the participant in terms of supporting the  
15 achievement of their treatment goals. Significant persons are individuals that have a personal, not  
16 official or professional, relationship with the participant. If the participant indicates a desire for  
17 collateral sessions, these service must appear on the treatment plan

18 9) Crisis Intervention Services – sessions between a therapist or counselor and a  
19 participant in crisis. Services shall focus on alleviating crisis problems meaning an actual relapse or an  
20 unforeseen event or circumstance which present an imminent threat of relapse to the participant. These  
21 types of sessions are not scheduled and do not appear on the treatment plan; crises’ may also occur on  
22 the same day as a scheduled group or individual service as initiated by the participant.

23 10) Treatment Planning – CONTRACTOR shall develop an individualized treatment  
24 plan with each Participant which shall be signed and dated by the Participant and Counselor within  
25 thirty (30) calendar days of admission. The Medical Director (physician) or LPHA shall sign and date  
26 the plan within fifteen (15) calendar days of the Counselor’s signature. Each treatment plan shall include  
27 identification of a drug and/or alcohol problem, identify the proposed type(s) of interventions that  
28 includes a proposed frequency and duration, consistent with the qualifying diagnosis listed on the  
29 treatment plan, a physical if so determined by the Medical Director, and include long term and short  
30 term specific quantifiable individualized goals and objectives for addressing the identified needs with  
31 action steps, target dates and dates of resolution for each. CONTRACTOR shall base problem areas  
32 from a perspective encompassing the whole client’s needs as determined by the Assessment, Health  
33 Questionnaire and other screening tools utilized such as suicidal/homicidal screening,  
34 depression/anxiety scales, and/or trauma or human trafficking screen. CONTRACTOR shall update the  
35 treatment plan when a change in problem identification, focus of recovery or treatment occurs, or, no  
36 later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety  
37 (90) calendar days thereafter, whichever comes first.

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1 a) All treatment plans must be signed off by an LPHA or physician within fifteen  
2 (15) calendar days of the counselor's signature to indicate approval of the plan.

3 11) Case Management – CONTRACTOR shall provide Case Management services by  
4 contacting outside agencies and making referrals for services outside the scope of comprehensive  
5 substance use disorder treatment services as identified in the Participant's treatment/recovery plan as  
6 necessary to the Participant's recovery. Such concomitant services include academic education,  
7 vocational training, medical and dental treatment, pre-and post- counseling and testing for infectious  
8 diseases, legal assistance, job search assistance, financial assistance, childcare, and self-help programs  
9 such as twelve (12)-step programs. Said referrals and follow-up shall be documented in the  
10 Participant's file.

11 12) Discharge Planning Services – the process to prepare the participant for referral  
12 into another level or care, post treatment return or reentry into the community, and/or the linkage of the  
13 participant to essential community treatment, housing and human services. Discharge Planning may  
14 occur only once within thirty (30) calendar days prior to the date of the last face-to-face treatment with  
15 the client. The Discharge/Exit Plan is developed during this session and shall include referrals to outside  
16 entities to ensure recovery/whole person care as needed. It shall also list relapse triggers and a plan to  
17 deal with each to prevent relapse. A copy shall be provided to the participant.

18 13) Discharge Summary – Written criteria for the discharge summary shall include:

- 19 a) Reason for discharge and duration of treatment
- 20 b) Description of treatment episodes or recovery services
- 21 c) Current alcohol and/or drug usage at discharge
- 22 d) Vocational and educational achievements
- 23 e) Legal status
- 24 f) Linkages and referrals made
- 25 g) Participants comments
- 26 h) A description of the Participant's goals and achievement towards those goals as  
27 described in the Participant's treatment plan.
- 28 i) Prognosis
- 29 j) Completion within thirty (30) calendar days of the date of the provider's last  
30 face-to-face treatment contact for a DMC participant.

31 14) Recovery Services – while the County offers contracted Recovery Maintenance  
32 Services as described under I. Common Terms and Definitions #24, providers shall link participant to  
33 recovery services whereby, the treatment community becomes a therapeutic agent in which participants  
34 are empowered and prepared to manage their health and health care, via emphasis of such during  
35 treatment. Services are provided as medically necessary. Participants may access recovery services after  
36 completing their course of treatment whether being triggered, relapsed or as a preventative measure to  
37 prevent relapse; recovery services may be provided in the form of individual or groups counseling to

## Attachment A

1 stabilize the participant and then reassess if they need further care; via recovery monitoring including  
2 coaching, monitoring by telephone and internet; by offering peer-to-peer services and relapse  
3 prevention; education and job skill linkages; through family support by providing linkages to childcare,  
4 parent education, child development support services, family/marriage education and/or other self-help  
5 support, spiritual and/or faith based support; and other ancillary service linkage to housing assistance,  
6 transportation, case management and individual services coordination. CONTRACTOR's program shall  
7 include an introduction to Narcotics Anonymous or Alcoholics Anonymous or other appropriate self-  
8 help programs. This shall include, at a minimum, brochures, flyers, and/or meeting guides and include  
9 self-help meetings on site or by referral.

10 15) SUBSTANCE USE SCREENING

11 a) Contractor shall have a written policy and procedure statement regarding  
12 alcohol and drug screening that includes unannounced drug and/or alcohol testing at a minimum of once  
13 a month and more often in situations where there is suspicion of use. The urine specimen collection shall  
14 be observed by same sex staff. This policy shall be approved by ADMINISTRATOR. For those  
15 situations where drug screening is deemed appropriate and necessary, CONTRACTOR shall:

16 (1) Establish procedures that protect against the falsification and/or  
17 contamination of any body specimen sample collected for drug screening; and

18 (2) Document results of the drug screening in the Participant's record.

19 (3) A copy of on-site testing results shall be placed in the Participant's record  
20 indicating the outcome and include the signature and date of the participant and staff conducting the testing.

21 b) In the event CONTRACTOR wishes to utilize the COUNTY-contracted  
22 laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from  
23 Participants.

24 c) In the event that any Participant receives a drug test result indicating any  
25 substance use, CONTRACTOR shall formulate and implement a plan of corrective action which shall  
26 be documented in the Participant's record.

27 d) Drug and/or Alcohol testing is not a DMC reimbursable service and is not to be  
28 conducted during an Individual or Group session.

29 H. PERFORMANCE OBJECTIVES – CONTRACTOR shall achieve performance objectives by  
30 June 30, of each period, tracking and reporting Performance Outcome Objective statistics in monthly  
31 programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary  
32 to the following services to meet the objectives, and, therefore, revisions to objectives and services may  
33 be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.

34 1. Objective 1: CONTRACTOR shall provide effective substance use disorder assessment,  
35 treatment, and counseling to adults with identified alcohol and/or drug problems as measured by  
36 Retention Rates. CONTRACTOR shall maintain a fifty percent (50%) YTD Retention rate;

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## Attachment A

1 a. Retention rates shall be calculated by using the number of Participants currently  
2 enrolled in or successfully completing their treatment program divided by the total number of  
3 Participants served during the evaluation period.

4 b. At least eighty percent (80%) of clients who remain in the program for 30 days or more  
5 will complete the program;

6 c. At least ninety percent (90%) of all DMC clients discharged will either have graduated  
7 or left satisfactorily from the program;

8 2. Objective 2: At least seventy-five percent (75%) of former DMC clients reached at a three  
9 (3) month follow-up will report continued abstinence.

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

13 b. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in  
14 Participant files.

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

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

20 a. Reduce waiting times

21 b. Reduce no-shows

22 c. Increase admissions

23 d. Increase continuation in treatment

24 I. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

25 1. CONTRACTOR shall ensure that all persons admitted for outpatient treatment services  
26 have a health questionnaire completed using form DHCS 5103 or may develop their own form provided  
27 it contains, at a minimum, the information requested in the DHCS 5103 form.

28 a. The health questionnaire is a Participant's self-assessment of his/her current health  
29 status and shall be completed by Participant prior to admission during the screening process.

30 1) CONTRACTOR shall review and approve the health questionnaire form prior to  
31 Participant's admission to the program. The completed health questionnaire shall be signed and dated  
32 by staff and Participant.

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

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

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## Attachment A

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

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

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

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

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

f. The provider will obtain the medical records and record the Participant's medical information in their file including all applicable authorizations to disclose information, primary care physician (PCP) name and location, medical history (including the latest physical examination), medications and significant conditions. SUD DMC providers will notify the medical home provider immediately upon intake and will request medical records within one (1) week. After review of medical records received, the Medical Director of the CONTRACTOR shall consult with the PCP at the medical home to ensure proper coordination of care within thirty (30) days. If medication is prescribed, SUD clinical staff will notify the medical home provider within one (1) week of prescribing. If no medical home is identified, the SUD provider will discuss the benefits of coordinated/integrated care and identifying a medical home shall be a goal on the treatment plan. All progress towards and attempts to link Participant's to a medical home will be documented in the file.

J. INTERIM SERVICES – Any DMC client participating in Outpatient or Intensive Outpatient treatment not admitted within ten (10) 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: 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 ADMINISTRATOR or another appropriate provider and given to prospective Participants within 48 hours. Provision of interim services for DMC covered client with alcohol and/or other drug problems, who could otherwise be admitted into substance use disorder outpatient treatment, shall be documented in IRIS and reported monthly by the fifth (5<sup>th</sup>) business day or as determined by ADMINISTRATOR.

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

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

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## Attachment A

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

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

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

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

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

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

## **VI. STAFFING**

A. CONTRACTOR shall, at a minimum, employ a Medical Director (physician) who, prior to the delivery of services under DMC-ODS, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under DMC-ODS, and has signed a Medi-Cal provider agreement with DHCS as required by 42 CFR 431.107.

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

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

D. Licensed, licensed waived, and certified counselors to provide individual and groups counseling. Specialists with children/adolescents and criminal justice populations are desired.

E. Case manager(s) defined as a certified counselor or LPHA to provide linkages to comprehensive and holistic care.

F. Quality Assurance staff to track data outcomes and report on ability to meet performance objectives and ensure file compliance with this Agreement and the DMC-ODS Implementation Plan.

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## Attachment A

1 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
2 staffing set forth in Subparagraph VII.B. above; provided, however, such written agreement is made in  
3 advance of any staffing change.

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

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

15 J. All program staff having direct contact with Participants shall, within the first (1st) year of  
16 employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize  
17 physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR  
18 shall ensure that on an annual basis, all program staff including administrator, volunteers and interns  
19 having direct contact with Participants shall complete:

- 20 1. County Annual Provider Training,
- 21 2. County Annual Compliance Training,
- 22 3. Training on topics related to alcohol and drug use,
- 23 4. Ethics and Boundaries
- 24 5. Minimum one hour training in Cultural Competence.

25 K. CONTRACTOR shall develop a written plan and provide ongoing training on topics related to  
26 alcohol and drug use on an annual basis and submit to ADMINISTRATOR. All staff training shall be  
27 documented and maintained as part of the training plan. CONTRACTOR shall maintain documentation  
28 of such efforts which may include; but not be limited to: records of participation in COUNTY-  
29 sponsored or other applicable training; recruitment and hiring policies and procedures; copies of  
30 literature in multiple languages and formats, as appropriate; and descriptions of measures taken to  
31 enhance accessibility for, and sensitivity to, individuals who are physically challenged. CONTRACTOR  
32 shall refer to Culturally and Linguistically Appropriate Services (CLAS) adapted by DHCS to develop  
33 culturally informed services.

34 L. Substance Use Disorder Staffing levels and qualifications shall meet the requirements of the  
35 State Department of Health Care Services (DHCS) Counselor Certification Standards for California for  
36 Outpatient Services and CCR, Title 9, Chapter 8. All staff providing treatment services shall be licensed  
37 and/or certified in accordance with state requirements, and professional guidelines, as applicable.

## Attachment A

At least thirty percent (30%) of staff providing counseling (group, individual, case management, and intake) services in all AOD programs shall be licensed or certified pursuant to the requirements of Title 9, Division 4, Chapter 8. All other counseling staff shall be registered pursuant to Section 13035(f). Personnel files shall include the ethics of their licensing/certifying body for their particular professional designation.

M. CONTRACTOR shall provide pre-employment screening of any staff person/intern/volunteer providing any service pursuant to the Agreement. All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check prior to employment. ADMINISTRATOR may change this approval mechanism at their discretion. The results of the fingerprint checks will be sent directly from the Department of Justice to the CONTRACTOR. Results must remain in staff file.

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

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

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

c. No person shall have been convicted of any violent felony as defined in PC, Section 667.5, which involve doing bodily harm to another person, for which the staff member was convicted within five 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 Participants 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.

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

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## Attachment A

EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
DRUG MEDICAL SUBSTANCE USE DISORDER OUTPATIENT SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME» «UC\_DBA»  
APRIL 1, 2018 THROUGH JUNE 30, 2020

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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## Attachment A

1 Privacy and the Security rules, as they may exist now or be hereafter amended with respect to PHI and  
2 electronic PHI created, received, maintained, transmitted, used, or disclosed 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 paragraph (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  
34 45 CFR § 164.501.

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

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## Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## Attachment A

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

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

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

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

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

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

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## Attachment A

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

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
12 45 CFR § 164.308, § 164.310, and § 164.312, with respect to 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,  
25 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

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

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

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

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

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## Attachment A

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

## Attachment A

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

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

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

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

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

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

29 g. User IDs and Password Controls. All users must be issued a unique user name for  
30 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
31 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
32 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
33 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight  
34 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
35 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.  
36 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
37 from at least three (3) of the following four (4) groups from the standard keyboard:

## Attachment A

1) Upper case letters (A–Z)

2) Lower case letters (a–z)

3) Arabic numerals (0–9)

4) Non–alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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## Attachment A

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

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

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## Attachment A

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

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

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

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

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

#### F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

## Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

## Attachment A

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

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

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

## Attachment A

## I. OBLIGATIONS OF COUNTY

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

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

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

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

## J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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## Attachment A

EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
DRUG MEDICAL SUBSTANCE USE DISORDER OUTPATIENT SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME» «UC\_DBA»  
APRIL 1, 2018 THROUGH JUNE 30, 2020

**I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

**A. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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## Attachment A

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR  
12 CONTRACTOR agrees:

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

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

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

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

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

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

## Attachment A

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

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

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

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

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

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

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

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