

1 AGREEMENT FOR PROVISION OF
2 ADULT NON-DRUG MEDI-CAL DETOXIFICATION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 WOODGLEN RECOVERY JUNCTION, INC.
7 JULY 1, 2018 THROUGH JUNE 30, 2019
8

9 THIS AGREEMENT entered into this 1st day of July 2018, (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and WOODGLEN
11 RECOVERY JUNCTION, INC., a California Non-Profit Corporation (CONTRACTOR). COUNTY
12 and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).
15

16 **W I T N E S S E T H:**
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Non-
19 Drug Medi-Cal Detoxification services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

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Term: July 1, 2018 through June 30, 2019

Maximum Obligation: \$160,600

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 62-720-6899

CONTRACTOR TAX ID Number: 33-0400816

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: Deanna Sinclair
Woodglen Recovery Junction, Inc.
771 W. Orangethorpe Ave.
Fullerton, CA 92832
deanna@woodglenrecovery.org

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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:

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4	A. AES	Advanced Encryption Standard
5	B. ARRA	American Recovery and Reinvestment Act
6	C. ASAM	American Society of Addiction Medicine
7	D. ASRS	Alcohol and Drug Programs Reporting System
8	E. BCP	Business Continuity Plan
9	F. CalOMS	California Outcomes Measurement System
10	G. CAP	Corrective Action Plan
11	H. CCC	California Civil Code
12	I. CCR	California Code of Regulations
13	J. CD/DVD	Compact Disc/Digital Video or Versatile Disc
14	K. CEO	County Executive Office
15	L. CESI	Client Evaluation of Self at Intake
16	M. CEST	Client Evaluation of Self and Treatment
17	N. CHHS	California Health and Human Services Agency
18	O. CFR	Code of Federal Regulations
19	P. CHPP	COUNTY HIPAA Policies and Procedures
20	Q. CHS	Correctional Health Services
21	R. CIPA	California Information Practices Act
22	S. CMPPA	Computer Matching and Privacy Protection Act
23	T. COI	Certificate of Insurance
24	U. CSU	Crisis Stabilization Unit
25	V. DATAR	Drug Abuse Treatment Access Report
26	W. D/MC	Drug/Medi-Cal
27	X. DHCS	Department of Health Care Services
28	Y. DMV	Department of Motor Vehicles
29	Z. DoD	US Department of Defense
30	AA. DOJ	Department of Justice
31	AB. DPFS	Drug Program Fiscal Systems
32	AC. DRP	Disaster Recovery Plan
33	AD. DRS	Designated Record Set
34	AE. DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition
35	AF. EHR	Electronic Health Records
36	AG. ePHI	Electronic Protected Health Information
37	AH. FIPS	Federal Information Processing Standards

1	AI.	FTE	Full Time Equivalent
2	AJ.	GAAP	Generally Accepted Accounting Principles
3	AK.	HCA	Health Care Agency
4	AL.	HHS	Health and Human Services
5	AM.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
6			Law 104-191
7	AN.	HSC	California Health and Safety Code
8	AO.	ID	Identification
9	AP.	IEA	Information Exchange Agreement
10	AQ.	IRIS	Integrated Records and Information System
11	AR.	ISO	Insurance Services Office
12	AS.	MHP	Mental Health Plan
13	AT.	NIATx	Network for Improvement of Addiction Treatment
14	AU.	NIST	National Institute of Standards and Technology
15	AV.	OCJS	Orange County Jail System
16	AW.	OCPD	Orange County Probation Department
17	AX.	OCR	Office for Civil Rights
18	AY.	OCSD	Orange County Sheriff's Department
19	AZ.	OIG	Office of Inspector General
20	BA.	OMB	Office of Management and Budget
21	BB.	OPM	Federal Office of Personnel Management
22	BC.	P&P	Policy and Procedure
23	BD.	PA DSS	Payment Application Data Security Standard
24	BE.	PC	State of California Penal Code
25	BF.	PCI DSS	Payment Card Industry Data Security Standard
26	BG.	PHI	Protected Health Information
27	BH.	PII	Personally Identifiable Information
28	BI.	PI	Personal Information
29	BJ.	PRA	Public Record Act
30	BK.	SIR	Self-Insured Retention
31	BL.	SUD	Substance Use Disorder
32	BM.	TB	Tuberculosis
33	BN.	HITECH Act	The Health Information Technology for Economic and Clinical Health
34			Act, Public Law 111-005
35	BO.	USC	United States Code
36	BP.	WIC	State of California Welfare and Institutions Code
37			//

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.

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 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.

1 g. Methodology/Procedure for enforcing disciplinary standards.

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

8 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
9 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
10 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
11 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
12 ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a
13 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
14 CONTRACTOR’s proposed compliance program and code of conduct contain all required elements to
15 the ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of
16 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
17 CONTRACTOR shall revise its compliance program and code of conduct to meet
18 ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s
19 Compliance Officer’s determination and resubmit the same for review by the ADMINISTRATOR.

20 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the
21 CONTRACTOR’s compliance program, code of conduct and any Compliance related policies and
22 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
23 relative to this Agreement are made aware of CONTRACTOR’s compliance program, code of conduct,
24 related policies and procedures and contact information for the ADMINISTRATOR’s Compliance
25 Program.

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

33 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
34 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
35 health care items or services or who perform billing or coding functions on behalf of
36 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
37 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to

1 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
2 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
3 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
4 made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and
5 procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and
6 procedures if CONTRACTOR has elected to use its own).

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

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

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

13 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
14 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
15 Agreement.

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

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

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

33 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
34 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
35 screened. Such individual or entity shall be immediately removed from participating in any activity
36 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
37 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

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

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

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

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

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

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

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

31 E. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
32 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
33 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
34 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
35 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR’s right to terminate this
36 Agreement on the basis of such default.

37 //

V. CONFIDENTIALITY

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

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

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

20 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
21 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
22 shall document that costs are reasonable and allowable and directly or indirectly related to the services
23 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
24 any.

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

34 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
35 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
36 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
37 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the

1 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
2 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
3 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

4 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
5 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
6 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
7 such payment does not exceed the Maximum Obligation of COUNTY.

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

10
11 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
12 supporting documentation prepared by _____ for the cost report period
13 beginning _____ and ending _____ and that, to the best of my
14 knowledge and belief, costs reimbursed through this Agreement are reasonable and
15 allowable and directly or indirectly related to the services provided and that this Cost
16 Report is a true, correct, and complete statement from the books and records of
17 (provider name) in accordance with applicable instructions, except as noted. I also
18 hereby certify that I have the authority to execute the accompanying Cost Report.

19
20 Signed _____
21 Name _____
22 Title _____
23 Date _____"

24
25 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

26 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

13
14 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

34 3. If CONTRACTOR is a governmental organization, any change to another structure,
35 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
36 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
37

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1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
2 this subparagraph shall be void.

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

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

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

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

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

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

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

26
27 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

37 //

X. EQUIPMENT

1
2 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
3 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
4 ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
5 Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
6 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
7 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
8 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
9 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
10 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
11 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
12 depreciated according to GAAP.

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

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

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

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

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

35 G. Unless this Agreement is followed without interruption by another agreement between the
36 parties for substantially the same type and scope of services, at the termination of this Agreement for
37 //

1 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
2 this Agreement.

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

5 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.
6

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

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

13 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
14 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
15 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
16 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.
17

18 **XII. INDEMNIFICATION AND INSURANCE**

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

29 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
30 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
31 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
32 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
33 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
34 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
35 subject to the same terms and conditions as set forth herein for CONTRACTOR.

36 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
37 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an

1 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
2 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
3 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
4 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
5 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
6 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
7 by COUNTY representative(s) at any reasonable time.

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

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

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

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

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

27 F. QUALIFIED INSURER

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

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

36 //

37 //

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

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

//

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

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

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

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

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

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

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

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

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

29 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
30 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
31 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
32 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
33 Agreement by COUNTY.

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

37 //

1 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

5 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
6 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

25
26 **XIII. INSPECTIONS AND AUDITS**

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

37 //

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

5 C. AUDIT RESPONSE

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

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

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

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

25
26 **XIV. LICENSES AND LAWS**

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

35 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

36 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
37 reporting requirements regarding its employees and with all lawfully served Wage and Earnings

1 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
2 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
3 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
4 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

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

- 18 1. ARRA of 2009.
- 19 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 20 3. CCC §§1798.80 through 1798.84, Customer Records.
- 21 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 22 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
23 Security.
- 24 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
25 Master Plans.
- 26 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 27 8. HSC, §11876, Narcotic Treatment Programs.
- 28 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 29 10. Code of Federal Regulations, Title 42, Public Health.
- 30 11. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 31 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 32 13. 41 CFR 50, Public Contracts and Property Management.
- 33 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 34 15. 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.
- 37 16. 45 CFR 93, New Restrictions on Lobbying.

- 1 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 2 18. 45 CFR 96.132, Additional Agreements.
- 3 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 4 20. 45 CFR 160, General Administrative Requirements.
- 5 21. 45 CFR 162, Administrative Requirements.
- 6 22. 45 CFR 164, Security and Privacy.
- 7 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 8 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 9 25. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 10 Contracting and Financial Transactions.
- 11 26. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 12 National Institute on Drug Abuse.
- 13 27. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 14 Administration.
- 15 28. 42 USC §290dd-2, Confidentiality of Records.
- 16 29. 42 USC §1320(a), Uniform reporting systems for health services facilities and
- 17 organizations.
- 18 30. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 19 31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 20 32. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 21 33. 42 USC §2000d, Civil Rights Act of 1964.
- 22 34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 23 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 24 Federal Awards.
- 25 35. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
- 26 Grants Policy Statement (10/13).
- 27 36. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-
- 28 Occurring Disorders, Mental Health Services Oversight and Accountability Commission,
- 29 1/17/08.
- 30 37. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
- 31 Manual.
- 32 38. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
- 33 Program Certification Standards, March 2004.

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

- 36 A. Any written information or literature, including educational or promotional materials,
- 37 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related

1 to this Agreement must be approved at least thirty (30) days in advance and in writing by
2 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
3 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
4 and electronic media such as the Internet.

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

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

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

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

22
23 **XVI. MAXIMUM OBLIGATION**

24 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
25 Agreement is as specified in the Referenced Contract Provisions of this Agreement. This specific
26 Agreement with CONTRACTOR is only one of several agreements to which this Maximum Obligation
27 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a
28 fraction of these Maximum Obligations.

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

31
32 **XVII. MINIMUM WAGE LAWS**

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

1 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
2 Wage.

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

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

10
11 **XVIII. NONDISCRIMINATION**

12 **A. EMPLOYMENT**

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

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

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

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

33 5. All solicitations or advertisements for employees placed by or on behalf of
34 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
35 for employment without regard to race, religious creed, color, national origin, ancestry, physical
36 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

37 //

1 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
2 shall be deemed fulfilled by use of the term EOE.

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

8 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
9 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
10 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
11 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
12 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
13 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
14 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
15 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
16 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other
17 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
18 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
19 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
20 or more of the factors identified above:

- 21 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 22 2. Providing any service or benefit to a Client which is different or is provided in a different
23 manner or at a different time from that provided to other Clients.
- 24 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
25 others receiving any service or benefit.
- 26 4. Treating a Client differently from others in satisfying any admission requirement or
27 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
28 any service or benefit.
- 29 5. Assignment of times or places for the provision of services.

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

34 1. Whenever possible, problems shall be resolved informally and at the point of service.
35 CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to
36 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
37 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.

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

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

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

XIX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

3 **XX. NOTIFICATION OF DEATH**

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

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

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

14 2. WRITTEN NOTIFICATION

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

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

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

26
27 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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

XXIII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25
26 **XXIV. RESEARCH AND PUBLICATION**

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

30
31 **XXV. REVENUE**

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

37 //

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

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

11
12 **XXVI. SEVERABILITY**

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

18
19 **XXVII. SPECIAL PROVISIONS**

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

- 22 1. Making cash payments to intended recipients of services through this Agreement.
- 23 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
24 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
25 use of appropriated funds to influence certain federal contracting and financial transactions).
- 26 3. Fundraising.
- 27 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
28 CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
- 29 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
30 body for expenses or services.
- 31 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
32 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
33 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 34 7. Paying an individual salary or compensation for services at a rate in excess of the current
35 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
36 Schedule may be found at www.opm.gov.
- 37 8. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30
31 **XXVIII. STATUS OF CONTRACTOR**

32 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
33 wholly responsible for the manner in which it performs the services required of it by the terms of this
34 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
35 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
36 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
37 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR

1 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
2 subcontractors as they relate to the services to be provided during the course and scope of their
3 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
4 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
5 to be COUNTY's employees.

6
7 **XXIX. TERM**

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

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

17
18 **XXX. TERMINATION**

19 A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days'
20 written notice given the other party.

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

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

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

37 //

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

5 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

36 8. To the extent services are terminated, cancel outstanding commitments covering the
37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding

1 commitments which relate to personal services. With respect to these canceled commitments,
2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
3 arising out of such cancellation of commitment which shall be subject to written approval of
4 ADMINISTRATOR.

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

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

11
12 **XXXI. THIRD PARTY BENEFICIARY**

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

16
17 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 WOODGLEN RECOVERY JUNCTION, INC.

5
6
7 DocuSigned by:
8 BY: Deanna Sinclair DATED: 4/4/2018
9 4699FDC3B93C44E...

10 TITLE: Administrator

11
12
13 BY: _____ DATED: _____

14
15 TITLE: _____

16
17
18
19 COUNTY OF ORANGE

20
21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

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

29
30 DocuSigned by:
31 BY: Massoud Shamel DATED: 4/4/2018
32 DEPUTY 1913307671A94F8...

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
ADULT NON-MEDICAL DETOXIFICATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WOODGLEN RECOVERY JUNCTION, INC.
JULY 1, 2018 THROUGH JUNE 30, 2019

I. COMMON TERMS AND DEFINITIONS

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

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

2. Bed Day means one (1) calendar day during which CONTRACTOR provides services as described in this Exhibit A of the Agreement. A Bed Day will include the day of admission; but, not the day of discharge. If admission and discharge occur on the same day, one (1) Bed Day will be charged.

3. CalOMS is a statewide Client-based data collection and outcomes measurement system required by the State to effectively manage and improve the provision of alcohol and drug treatment services at the state, county, and provider levels.

4. Client means a person who has a substance use disorder, for whom a COUNTY approved intake and admission for services have been completed pursuant to this Agreement.

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

6. CSU is a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat Clients for no longer than 23 hours.

7. DATAR is the DHCS system used to collect data on SUD treatment capacity and waiting lists.

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

9. 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

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1 system, invoices and reporting capabilities, compliance with regulatory requirements, electronic medical
2 records and other relevant applications.

3 10. Linkage means connecting Client to ancillary services such as outpatient and/or Residential
4 Treatment and supportive services which may include self-help groups, social services, rehabilitation
5 services, vocational services, job training services, or other appropriate services.

6 11. Medication means those medications that are needed to maintain Client’s health, and
7 without which there could be medical or mental health consequences to the Client.

8 12. NIATx is a set of objectives used to measure the effectiveness of the treatment program.

9 13. Residential Treatment means alcohol and other drug treatment services that are provided to
10 Clients at a twenty-four (24)-hour residential program. Services are provided in an alcohol and drug
11 free environment and support recovery from alcohol and/or other drug related problems. These services
12 are provided in a non-medical, residential setting that has been licensed and certified by DHCS.

13 14. Self-Help Meetings 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 or healing or
15 recovery.

16 15. 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 16. Token means the security device which allows an individual user to access IRIS.

19 17. Unit of Service means one (1) calendar day during which services are provided to a Client
20 pursuant to this Agreement. A day in which a Client is absent for a CONTRACTOR-sanctioned
21 overnight pass may also be included as a Unit of Service.

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

24
25 **II. PAYMENTS**

26 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
27 of providing the services described hereunder, less revenues which are actually received by
28 CONTRACTOR; provided, however, that CONTRACTOR’s costs are allowable pursuant to county,
29 state, and federal regulations. Non-compliance will require the completion of CAPs by
30 CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR,
31 payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide
32 services due to non-compliance with licensure and/or certification standards of the State, COUNTY or
33 OCPD, ADMINISTRATOR may elect to reduce COUNTY’s maximum obligation proportionate to the
34 length of time that CONTRACTOR is ineligible to provide services.

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

1 invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such
2 information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar
3 day of each month, and payments to CONTRACTOR should be released by COUNTY no later than
4 thirty (30) calendar days after receipt of the correctly completed invoice form.

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

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

12 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
13 with any provision of this Agreement.

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

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

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

22
23 **III. RECORDS**

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

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

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

33 B. CLIENT FEES – The Client eligibility determination and fee charged to and collected from
34 Client, according to the COUNTY approved sliding scale fee schedule, together with a record of all
35 invoices rendered and revenues received from any source on behalf of Client treated pursuant to this
36 Agreement, must be reflected in CONTRACTOR’s financial records.

37 //

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

6 D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual
7 Client in sufficient detail to permit an evaluation of services, which shall include, but need not be
8 limited to an admission record which shall document that Detoxification Services for substance use
9 disorders are appropriate for the Client. Such documentation shall include a comprehensive
10 psychosocial assessment and adhere to all DHCS requirements regarding ASAM Criteria.

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

13
14 **IV. REPORTS**

15 **A. MONTHLY PROGRAMMATIC**

16 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
17 including information required and on a form approved or provided by ADMINISTRATOR. These
18 monthly programmatic reports should be submitted to ADMINISTRATOR no later than the twentieth
19 (20th) calendar day of the month following the report month.

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

25 **B. FISCAL**

26 1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and
27 Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by
28 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR’s
29 program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement.
30 CONTRACTOR shall submit these reports by no later than twenty (20) calendar days following the end
31 of the month reported.

32 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
33 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
34 anticipated year-end actual costs and revenues for CONTRACTOR’s program(s) or cost center(s)
35 described in the Services Paragraph of Exhibit A to the Agreement. Such reports shall include actual
36 monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal
37 //

1 year. Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and
2 Revenue Reports.

3 C. MONTHLY IRIS – CONTRACTOR shall input all Units of Service provided in COUNTY’s
4 IRIS database for the preceding month no later than the fifth (5th) calendar day of the month following
5 the report month.

6 D. CalOMS - CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission
7 record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a
8 CalOMS discharge record in IRIS within seven (7) calendar days of Client discharge. CONTRACTOR
9 shall run a CalOMS error report and correct any errors within two (2) business days of submitting the
10 CalOMS admission or discharge, and continue to recheck until error free.

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

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

18 G. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by
19 ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be
20 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
21 harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of
22 said psychometrics.

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

25
26 **V. GENERAL REQUIREMENTS**

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

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

37 //

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

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

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

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

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

33 H. VISITATION POLICY – CONTRACTOR shall establish a written Visitation Policy, which
 34 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
 35 following:

- 36 1. Sign in logs;
- 37 2. Visitation hours; and

3. Designated visiting areas at the Facility.

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

- 1. Admission
- 2. Housing arrangement
- 3. Bathroom privacy
- 4. Drug testing

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

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

L. 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 that a Token is assigned to a specific individual staff member with a unique password. Tokens and passwords shall not be shared with anyone.

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

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

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

- a. Token of each staff member who no longer supports this Agreement.
- b. Token of each staff member who no longer requires access to 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. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

1 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 General Requirements Paragraph of this Exhibit A to the Agreement.

3
4 **VI. SERVICES**

5 A. FACILITY – CONTRACTOR shall operate licensed and certified substance use disorder
6 residential detoxification programs to include basic life support services in accordance with the
7 standards established by COUNTY and the State within the specifications stated below, unless
8 otherwise authorized by the ADMINISTRATOR. CONTRACTOR shall provide substance use disorder
9 Detoxification Services within a licensed and certified six (6) bed residential substance use disorder
10 detoxification facility. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR
11 shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day
12 throughout the year. Services shall be provided at the following locations, or at any other location
13 approved in advance, in writing, by ADMINISTRATOR:

14
15 771 W. Orangethorpe Ave.
16 Fullerton, CA 92832
17

18 B. PERSONS TO BE SERVED – CONTRACTOR shall serve Clients who used substances within
19 the past forty-eight (48) hours of admission and who seek to recover by entering into a program of
20 substance use disorder Residential Detoxification Services. Services shall be provided for those Client’s
21 assessed as not requiring medical detoxification services for the management of withdrawal.
22 Appropriateness for services must adhere to all DHCS requirements regarding ASAM Criteria and shall
23 be documented in the Client’s file.

24 C. UNITS OF SERVICE

25 1. CONTRACTOR shall provide a minimum of one thousand three hundred eighty seven
26 (1,387) Residential Detoxification Units of Service for Clients.

27 2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the
28 Units of Service set forth in Subparagraph VI.C.1. of this Exhibit A to the Agreement.

29 D. DETOXIFICATION BEDS – CONTRACTOR shall provide a four (4) bed social model
30 program of no more than seven (7) days duration with twenty-four (24) hour awake supervision, in a
31 safe supportive environment, to Clients who are detoxifying from substance abuse.

32 E. SERVICES

33 1. At least one staff member or volunteer shall be assigned to the observation of detoxification
34 Clients at all times and be certified in cardiopulmonary resuscitation and first aid.

35 2. Staff or volunteer shall physically check each Client for breathing by a face-to-face
36 physical observation at least every thirty (30) minutes at minimum during the first twelve hours
37 //

1 following admission. The close observation and physical checks shall continue beyond the initial
2 twelve (12) hour period for as long as the withdrawal signs and symptoms warrant.

3 3. Documentation of observations and physical checks shall be recorded in a systematic
4 manner in the Client file including information supporting a decrease in observation and physical
5 checks.

6 4. Services shall also include at a minimum:

7 a. Food and Other Services – CONTRACTOR shall provide a clean, safe environment,
8 toiletries, clean linen, and food service.

9 b. Support Services – CONTRACTOR shall provide housekeeping, laundry, maintenance
10 and arrangements for emergency and non-emergency medical services.

11 c. Discharge Planning – CONTRACTOR must begin Discharge Planning as soon as the
12 Client enters Detoxification Services. CONTRACTOR shall develop an exit/transition plan with the
13 Client. The exit/transition plan shall include:

14 1) A strategy or strategies to assist the Client in maintaining an alcohol and drug free
15 lifestyle.

16 2) A continuing treatment plan that includes linkage and transition of the Client to
17 appropriate services, including treatment services. When Residential Treatment services are appropriate
18 CONTRACTOR shall complete and submit a Treatment Authorization Form to the County SUD
19 Residential Treatment gatekeeper.

20 d. Referrals to appropriate non-substance abuse resources such as healthcare, housing,
21 continuing education, and vocational rehabilitation.

22 F. PERFORMANCE OUTCOMES

23 1. Objective 1: CONTRACTOR shall provide effective social model detoxification services
24 to Clients who need detoxification, as measured by retention and completion rates.

25 a. Retention Rates shall be calculated by using the number of Clients currently enrolled in
26 or successfully completing their treatment program divided by the total number of Clients served during
27 the evaluation period.

28 b. Completion Rates shall be calculated by using the number of Clients successfully
29 completing the treatment program divided by the total number of Clients discharged during the
30 evaluation period.

31 2. Objective 2: CONTRACTOR shall provide linkage to Clients with other support services
32 at completion, as measured by the number of Clients transitioned to outpatient or residential treatment,
33 self-help groups, social services, rehabilitation services, vocational services, job training services, or
34 other appropriate services divided by the number of Clients discharged.

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

37 1) Reduce waiting times

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

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

VII. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit A to this Agreement and the following budgets, which are set forth for informational purposes only.

<u>DETOXIFICATION SERVICES</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS	
Salaries	\$14,851
Benefits	3,208
Services and Supplies	3,478
Subcontracts	0
Indirect Costs	<u>0</u>
SUBTOTAL ADMINISTRATIVE COSTS	\$21,537
PROGRAM COSTS	
Salaries	\$88,970
Benefits	13,969
Services and Supplies	37,124
Subcontracts	<u>0</u>
SUBTOTAL PROGRAM COSTS	\$140,063
TOTAL GROSS COSTS	\$161,600
REVENUE	
Client Fees	\$1,000
Donations	0
State Disability Insurance	0
Food Stamps	<u>0</u>
SUBTOTAL REVENUE	\$1,000
TOTAL MAXIMUM OBLIGATION	\$160,600

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1 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 2 between budgeted line items, for the purpose of meeting specific program needs or for providing
 3 continuity of care to its Clients, by utilizing a Budget/Staffing Modification Request form provided by
 4 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
 5 Request to ADMINISTRATOR for consideration, in advance, which will include a justification
 6 narrative specifying the purpose of the request, and the amount of said funds to be shifted.
 7 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
 8 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
 9 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
 10 may result in disallowance of those costs.

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

13
 14 **VIII. STAFFING**

15 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs,
 16 which shall be equal to an average of forty (40) hours worked per week:

<u>STAFF</u>	<u>FTEs</u>
<u>Program Admin</u>	
Program Director	0.21
ADMIN SUBTOTAL	0.21
<u>Direct</u>	
Cook	0.35
Overnight Monitor	0.88
Program Director	0.10
Recovery Specialist	0.90
Supervisor	0.70
DIRECT SUBTOTAL	2.93
TOTAL FTEs	3.14

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

37 //

1 C. STAFF CERTIFICATION – SUD treatment staff shall meet the requirements of the DHCS
2 Counselor Certification Standards for California. All staff providing treatment services shall be
3 registered, licensed and/or certified in accordance with state requirements and professional guidelines as
4 applicable.

5 D. BILINGUAL/BICULTURAL SERVICES – CONTRACTOR shall include bilingual/bicultural
6 services to meet the needs of the population to be served under this Agreement. Whenever possible,
7 bilingual/bicultural staff should be retained.

8 E. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with
9 volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing
10 services pursuant to this Agreement, interns shall be Master's Candidates in Counseling or Social Work
11 or have a Bachelor's Degree in a related field or be participating in any state recognized counselor
12 certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each
13 ten (10) hours of work by interns or consistent with school or licensing Board requirements.
14 CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions
15 or work contracts. Volunteer or student intern services may not comprise more than twenty percent
16 (20%) of the services provided, unless approved in advance by ADMINISTRATOR

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

26 G. STAFF SCREENING – CONTRACTOR shall provide pre-employment “live scan” screening
27 of any staff person providing services pursuant to this Agreement. All new staff, volunteers, and interns
28 shall pass a one-time “live scan” finger printing background check prior to employment. In addition, all
29 staff shall be subject to sanction screening as referenced in the Compliance paragraph on a bi-annual
30 basis. All staff shall be screened via the following websites: Megan’s Law, OC Courts and OC Sheriff’s
31 Department on an annual basis. The results of the fingerprint checks will be sent directly from DOJ to
32 CONTRACTOR. DOJ results along with website reviews must be documented in staff file.
33 ADMINISTRATOR may change this approval mechanism at their discretion.

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

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

37 //

1 b. No person shall have been convicted of an arson offense – violation of PC sections 451,
2 451.1, 451.5, 452, 45231, 453, 454, or 455;

3 c. No person shall have been convicted of any violent felony as defined in PC section
4 667.5, which involves doing bodily harm to another person, for which the staff member was convicted
5 within five years prior to employment;

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

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

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

12 2. 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 H. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff
16 training shall be documented and maintained as part of the personnel file.

17 1. CONTRACTOR shall ensure that within the first (1st) year of employment, all program
18 staff, including administrator, volunteers and interns having direct contact with Client shall complete
19 training on:

20 a. infectious disease recognition,

21 b. crisis intervention,

22 c. recognizing physical and psychiatric symptoms that require appropriate referrals to
23 other agencies.

24 2. CONTRACTOR shall ensure that on an annual basis, all program staff including
25 administrators, volunteers and interns having direct contact with Client shall complete the following
26 trainings:

27 a. County Annual Provider Training

28 b. County Annual Compliance Training

29 c. Topics related to alcohol and drug use

30 d. At least one hour training in cultural competency

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

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1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 ADULT NON-MEDICAL DETOXIFICATION SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 WOODGLEN RECOVERY JUNCTION, INC.
8 JULY 1, 2018 THROUGH JUNE 30, 2019
9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
33 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
34 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
35 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to
36 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the
37

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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.

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

37 //

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

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

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

12 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant 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:

37 //

1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
2 Associate Contract when requested by COUNTY pursuant to this Subparagraph 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
19 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide
20 COUNTY with its 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.

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

7 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY 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 software
20 solution with automatic updates scheduled at least daily.

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

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

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

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

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

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

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

22 **F. BREACH DISCOVERY AND NOTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
2 TO AGREEMENT FOR PROVISION OF
3 ADULT NON-MEDICAL DETOXIFICATION SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 WOODGLEN RECOVERY JUNCTION, INC.
8 JULY 1, 2018 THROUGH JUNE 30, 2019
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 regulations that require such information if payment is sought under a government program
2 providing public benefits.

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

7 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

32 2) Providing a level and scope of security that is at least comparable to the level
33 and scope of security established by the Office of Management and Budget in OMB Circular No. A-
34 130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines
35 for automated information systems in Federal agencies.

36 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
37 CONTRACTOR shall also comply with the substantive privacy and security requirements in the

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

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

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

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

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

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

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

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