

1 AGREEMENT FOR PROVISION OF
2 AB 109 OUTPATIENT AND RESIDENTIAL SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND

6 «UC_NAME»

7 JULY 1, ~~2013~~ 2015 THROUGH JUNE 30, ~~2015~~ 2017

8
9 THIS AGREEMENT entered into this 1st day of July ~~2013~~ 2015, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 «UC_NAME» a California «CORP_STATUS» ~~(CONTRACTOR)~~. This Agreement shall be
12 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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14 **W I T N E S S E T H:**

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of AB 109
17 Outpatient and Residential Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2013~~2015 through June 30, ~~2015~~2017

Period One means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

Period Two means the period from July 1, ~~2014~~2016 through June 30, ~~2015~~2017

Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation: \$~~2,282,700~~378,500

Period Two Aggregate Maximum Obligation: ~~\$2,282,700~~378,500

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$~~4,565,400~~757,000

Basis for Reimbursement: ~~Fee-for-~~Service

Payment Method: ~~Fee for Service~~ Monthly in Arrears

CONTRACTOR DUNS Number: «DUNS_NUMBER»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~«CONTACT»~~
«UC_NAME»
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT»
«CONTACT_EMAIL»

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I. ACRONYMS

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

A. AB 109	Assembly Bill 109
B. ADAS	Alcohol and Drug Abuse Services
C. ADP	Alcohol and Drug Program
D. ARRA	American Recovery and Reinvestment Act
E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
F. ASI	Addiction Severity Index
G. ASRS	Alcohol and Drug Programs Reporting System
H. CalOMS	California Outcomes Measurement System
I. CAP	Corrective Action Plan
J. CCC	California Civil Code
K. CCR	California Code of Regulations
L. CEO	County Executive Office
M. CESI	Client Evaluation of Self at Intake
N. CEST	Client Evaluation of Self and Treatment
O. CFR	Code of Federal Regulations
P. CHPP	COUNTY HIPAA Policies and Procedures
Q. CHS	Correctional Health Services
R. COI	Certificate of Insurance
S. DATAR	Drug Abuse Treatment Access Report
T. D/MC	Drug/Medi-Cal
U. DHCS	Department of Health Care Services
V. DPFS	Drug Program Fiscal Systems
W. DRS	Designated Record Set
X. ePHI	Electronic Protected Health Information
Y. GAAP	Generally Accepted Accounting Principles
Z. HCA	Health Care Agency
AA. HHS	Health and Human Services
AB. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AC. HIV	Human Immunodeficiency Virus
AD. HSC	California Health and Safety Code
AE. IRIS	Integrated Records and Information System
AF. ISO	Insurance Services Office
AG. MHP	Mental Health Plan

1	AH. NIATx	Network for Improvement of Addiction Treatment model
2	AI. OCJS	Orange County Jail System
3	AJ. OCPD	Orange County Probation Department
4	AK. OCR	Office for Civil Rights
5	AL. OCSD	Orange County Sheriff's Department
6	AM. OIG	Office of Inspector General
7	AN. OMB	Office of Management and Budget
8	AO. OPM	Federal Office of Personnel Management
9	AP. PA DSS	Payment Application Data Security Standard
10	AQ. PC	State of California Penal Code
11	AR. PCI DSS	Payment Card Industry Data Security Standard
12	AS. PCS	Post Release Community Supervision Participant
13	AT. PHI	Protected Health Information
14	AU. PII	Personally Identifiable Information
15	AV. PRA	Public Record Act
16	AW. SIR	Self-Insured Retention
17	AX. SRP	Supervised Release Participant
18	AY. TB	Tuberculosis
19	AZ. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
20		
21	BA. USC	United States Code
22	BB. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, C, D, E, and ~~D~~F 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. 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 relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

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

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

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

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

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

B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and procedures and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.

Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

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CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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.

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VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY 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.

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

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

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

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

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

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

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

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

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations

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

11 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

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X. FACILITIES, PAYMENTS AND SERVICES

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

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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~~E.~~ F. QUALIFIED INSURER

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

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

~~FG.~~ 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 or per occurrence <u>\$1,000,000 aggregate</u>
Sexual Misconduct Liability	\$1,000,000 per occurrence

GH. REQUIRED COVERAGE FORMS

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

2. The Business ~~Auto~~ Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA ~~0012~~ 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

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

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

2. A primary non-contributing endorsement 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.

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

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

~~K. All insurance policies required by this Agreement~~ L. CONTRACTOR shall ~~give the County of Orange~~ notify COUNTY in writing within thirty (30) ~~calendar~~ days ~~notice in the event of any policy~~ cancellation and ten (10) ~~calendar~~ days ~~notice~~ for non-payment of premium. ~~This shall be evidenced by policy provisions or an endorsement separate from~~ and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the ~~COI~~ COUNTY may suspend or terminate this Agreement.

~~L~~M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of Agreement.

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

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

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

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

~~Q~~R. SUBMISSION OF INSURANCE DOCUMENTS

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

- a. Prior to the start date of this Agreement.
- b. No later than the expiration date for each policy.

~~#~~

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

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

~~//~~

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

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

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

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

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

XII . INSPECTIONS AND AUDITS

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

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

C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

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4 D. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within

5 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,

6 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the

7 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

8

9 **XIII. LICENSES AND LAWS**

10 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout

11 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,

12 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and

13 required by the laws, regulations and requirements of the United States, the State of California,

14 COUNTY, and all other applicable governmental agencies. ~~CONTRACTOR shall notify~~

15 ~~ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the~~

16 ~~pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers~~

17 ~~and exemptions. Said inability shall be cause for termination of this Agreement.~~

18 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

20 of the award of this Agreement:

21 a. In the case of an individual contractor, his/her name, date of birth, social security

22 number, and residence address;

23 b. In the case of a contractor doing business in a form other than as an individual, the

24 name, date of birth, social security number, and residence address of each individual who owns an

25 interest of ten percent (10%) or more in the contracting entity;

26 c. A certification that CONTRACTOR has fully complied with all applicable federal and

27 state reporting requirements regarding its employees;

28 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage

29 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

30 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by

31 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting

32 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings

33 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and

34 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute

35 grounds for termination of this Agreement.

36 3. It is expressly understood that this data will be transmitted to governmental agencies

37 charged with the establishment and enforcement of child support orders, or as permitted by federal

1 and/or state statute.

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

5 ~~1. ARRA of 2009.~~

6 ~~2. State of California, Department of Social Services, Community Care Licensing Division~~
 7 ~~requirements for Group Homes.~~

8 ~~3. 42 USC §§ 3601-3619, the Fair Housing Act.~~

9 ~~4. U.S. Department of Housing and Urban Development.~~

10 11 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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

35 36 **XV. MAXIMUM OBLIGATION**

37 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all

agreements for AB 109 Outpatient and Residential Services during Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.

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

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic group identification~~, race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic group identification~~, race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ~~ethnic group identification~~, race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex,

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ~~ethnic group identification~~, race, ~~religion, ancestry~~, religious creed, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry~~, physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; ~~);~~ and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Participants not able

1 to resolve such problems at the point of service. Participants may initiate a grievance or complaint
2 directly with CONTRACTOR either orally or in writing.

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

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

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

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

21 **XVII. NOTICES**

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

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

27 2. When faxed, transmission confirmed;

28 3. When sent by Email; or

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

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

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

1 damage to any COUNTY property in possession of CONTRACTOR.

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

5 **XVIII. NOTIFICATION OF DEATH**

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

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

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

17 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

XX. 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.

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

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

C. CONTRACTOR's participant, participant client, and/or patient records ~~are met at all times~~ shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

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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, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

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

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

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

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

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

G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance

with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

~~H. CONTRACTOR shall notify ADMINISTRATOR of pay any PRA requests related to, or costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request a Breach of privacy and/or security of PII and/or PHI.~~

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

XXI. RESEARCH AND PUBLICATION

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

XXII. REVENUE

A. PARTICIPANT FEES – CONTRACTOR shall charge a fee to Participants to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the

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fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all

1 available third-party reimbursement for which persons served pursuant to this Agreement may be
 2 eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary
 3 charges.

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

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13 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

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36 **XXIV. SEVERABILITY**

37 If a court of competent jurisdiction declares any provision of this Agreement or application thereof

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

XXV. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.
14. Promoting the legalization of any drug or other substance included in Schedule 1 of ~~§202 of~~ the Controlled Substance Act (21 USC 812).
15. Distributing or aiding in the ~~distributing~~ distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

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

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

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

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

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

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

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

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

13 #

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

18 **XXVI. STATUS OF CONTRACTOR**

19 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
20 wholly responsible for the manner in which it performs the services required of it by the terms of this
21 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
22 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
23 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
24 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
25 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
26 subcontractors as they relate to the services to be provided during the course and scope of their
27 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
28 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
29 to be COUNTY's employees.
30

31 **XXVII. TERM**

32 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
33 term of this Agreement applies. ~~The term of this Agreement shall commence and~~ This specific
34 Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the
35 execution date, whichever is later. This specific Agreement shall terminate as specified in the
36 Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in
37

1 this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
 2 normally extend beyond this term, including but not limited to, obligations with respect to
 3 confidentiality, indemnification, audits, reporting and accounting.

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

7 **XXVIII. TERMINATION**

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

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

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

- 16 1. The loss by CONTRACTOR of legal capacity.
- 17 2. Cessation of services.
- 18 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 19 another entity without the prior written consent of COUNTY.
- 20 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 21 required pursuant to this Agreement.
- 22 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
 23 Agreement.
- 24 6. The continued incapacity of any physician or licensed person to perform duties required
 25 pursuant to this Agreement.
- 26 7. Unethical conduct or malpractice by any physician or licensed person providing services
 27 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
 28 removes such physician or licensed person from serving persons treated or assisted pursuant to this
 29 Agreement.

30 **D. CONTINGENT FUNDING**

- 31 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 32 a. The continued availability of federal, state and county funds for reimbursement of
 33 COUNTY's expenditures, and
 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
 35 approved by the Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
 37 terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~ days written notice given

1 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
2 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

19 5. Assist ADMINISTRATOR in effecting the transfer of ~~participants~~clients in a manner
20 consistent with ~~participant's~~client's best interests.

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

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

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

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

34 **XXIX. THIRD PARTY BENEFICIARY**

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

1 //

2 **XXX. WAIVER OF DEFAULT OR BREACH**

3 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
4 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
5 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
6 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
7 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 «UC_NAME»

5
 6
 7 BY: _____ DATED: _____

8
 9 TITLE: _____

10
 11
 12 BY: _____ DATED: _____

13
 14 TITLE: _____

15
 16
 17
 18 COUNTY OF ORANGE

19
 20
 21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

23
 24
 25 APPROVED AS TO FORM

26 OFFICE OF THE COUNTY COUNSEL

27 ORANGE COUNTY, CALIFORNIA

28
 29
 30 BY: _____ DATED: _____

31 DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES

BETWEEN
COUNTY OF ORANGE

AND

«UC_NAME»

JULY 1, ~~2013~~2015 THROUGH JUNE 30, ~~2015~~2017

I. SERVICES TO BE PROVIDED

CONTRACTOR: «UC_NAME»

CONTRACTOR agrees to provide the following AB 109 Outpatient and Residential Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated July 1, ~~2013~~2015 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Substance Use Disorder Outpatient Treatment
as specified in Exhibit C

«OUTPATIENT»

Substance Use Disorder Residential Treatment
as specified in Exhibit D

«RESIDENTIAL»

Business Associate Contract as specified in Exhibit E

X

Personal Information Privacy and Security Contract

X

1	<u>as specified in Exhibit F</u>
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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»
JULY 1, ~~2013~~2015 THROUGH JUNE 30, ~~2015~~2017

I. COMMON TERMS AND DEFINITIONS

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

~~A~~ 1. AB 109 means services for those Participants deemed eligible by California Department of Corrections and Rehabilitation and/or OCPD. Participants for AB 109 Services are those who have received sentencing for a felony or misdemeanor that is non-violent, non-sexual, and non-serious.

~~B~~ 2. Bed Day means one (1) calendar day during which CONTRACTOR provides residential treatment services as described in Exhibit D 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.

~~C~~ 3. CalOMS means a statewide client-based data collection and outcomes measurement system as required by the State Department of ~~Alcohol and Drug Programs~~ Health Care Services to effectively manage and improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels.

~~D~~ 4. CESI/CEST means self-administered survey instruments designed to access Participants' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

~~E~~ 5. Graduation/Participant Completion means the completion of the Residential Treatment Services program (recovery) ~~program~~ whereby the Participant has successfully completed all goals and objectives ~~for all phases~~ and length of treatment authorized by ADMINISTRATOR and documented in the Participant's treatment plan.

~~F~~ 6. Graduation Date means the date the Participant officially exits from residential treatment (recovery) in accordance with the definition of graduation.

~~G~~ 7. IRIS means a collection of applications and ~~data-bases~~ databases that serve the needs of programs within HCA and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant ~~information~~ applications.

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~~H~~ 8. Linkage means connection to residential or outpatient treatment or supportive services such as self-help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.

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

~~J~~ 10. Participant means a parolee who has a substance use disorder, for whom a COUNTY approved intake and admission for residential services, as appropriate, have been completed pursuant to the Agreement.

~~K~~ 11. PCS means an offender under AB 109 who has been released from prison to OCPD, and who has an alcohol and/or other drug problem, and also a COUNTY approved intake and admission for residential and/or outpatient treatment services.

~~L~~ 12. Program Protocol means the written program description, goals, objectives, and policies established by CONTRACTOR for the residential and outpatient treatment program provided pursuant to the Agreement.

~~M~~ 13. Resocialization means applying and continuing Treatment Activities designed to assist Participants in residential services in working on personal issues, cultivating support systems, and seeking and/or obtaining education/vocational and/or volunteer opportunities.

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

~~N~~ 15. Structured Activities means any activity including Therapeutic and Non-Therapeutic designed to meet treatment goals.

~~O~~ 16. SRP means an offender under AB 109 who has been released from County Jail to OCPD and who has an alcohol and/or other drug problem, for whom a COUNTY approved intake and admission for residential and/or outpatient services, as appropriate ~~has~~ have been completed pursuant to the Agreement.

~~P~~ 17. Therapeutic Activity means activities such as individual counseling, group counseling, and self-help groups, but excludes ~~chores and recreational activities~~ any activity defined by being a Non-Therapeutic Activity. These activities shall incorporate best practices and evidence-based approaches.

~~Q~~ 18. Token means the security device which allows an individual user to access the HCA computer based IRIS.

~~R~~ 19. Unit of Service for Outpatient Services means a face-to-face contact, which results in a record of Therapeutic Activity in a Participant's chart.

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

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II. PAYMENTS

A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all substance use disorder treatment services for substance users shall not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the state, COUNTY or OCPD, ADMINISTRATOR may elect to reduce COUNTY'S maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. Non-compliance will require the completion of CAP(s) by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.

<u>Modes of Service</u>	<u>Reimbursement Rate</u>
Group Counseling (90 minute session)	\$30.00 per Participant for each session with co-occurring disorders
Individual Counseling/Case Management (50 minute session)	\$60.00 per Participant for each session without co-occurring disorders
Individual Counseling/Case Management (50 minute session)	\$70.00 per Participant for each session with co-occurring disorders
Individual Counseling/Case Management (25 minute session)	\$30.00 per Participant for each session without co-occurring disorders
Individual Counseling/Case Management (25 minute session)	\$35.00 per Participant for each session with co-occurring disorders

1 Residential Post-Release Treatment \$72.00 per Bed Day without
2 co-occurring disorders

4 Residential Post-Release Treatment \$86.00 per Bed Day with
5 co-occurring disorders

7 All payments are interim payments only, and subject to final settlement in accordance with the Cost
8 Report Paragraph of the Agreement.

9 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears for the
10 services, less revenues that are actually received by CONTRACTOR provided, however, that the total of
11 such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoice shall
12 be on a form approved or supplied by COUNTY and provide such information as is required by
13 ADMINISTRATOR. Invoices are due by the tenth (10th) calendar day of the month. Invoices received
14 after the due date may not be paid within the same month. Payments to CONTRACTOR should be
15 released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly
16 completed invoice.

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

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

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

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

27 G. In conjunction with Payments Paragraph A. above, Units of Service shall not be entered in the
28 COUNTY IRIS system for services not rendered. If information has been entered, corrections will be
29 made within ten (10) business days from notification of ADMINISTRATOR.

30 H. Revenue received by CONTRACTOR, pertaining to services rendered pursuant to the
31 Agreement, shall be deducted from CONTRACTOR's monthly billing to COUNTY.

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

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III. RECORDS

A. RECORDS

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

a. ADMINISTRATOR's Treatment Referral Form for residential and/or outpatient treatment services.

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

2. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the type of service for which payment is claimed in accordance with GAAP the ASRS Manual, and the DPFS Manual.

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

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

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

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

IV. REPORTS

A. MONTHLY PROGRAMMATIC

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

2. CONTRACTOR shall be responsible to include in the monthly programmatic report any

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

5 B. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY’s IRIS and input all CalOMS
 6 data for the preceding month no later than the fifth (5th) day of the month following the report month.
 7 CONTRACTOR shall not be compensated for Units of Service (Bed Days, individual and group
 8 counseling units) that are not entered into the IRIS system. CONTRACTOR shall correct and submit all
 9 errors from the CalOMS Feedback and Error Report via IRIS within seven (7) calendar days of receipt
 10 of the report CalOMS discharges shall be entered no later than seven (7) calendar days of Participant’s
 11 discharge.

12 C. MONTHLY DATAR/ HOMELESS REPORT – CONTRACTOR shall provide the DATAR
 13 and COUNTY Homeless Report and/or any other State ~~Department of Alcohol and Drug Programs~~
 14 Reporting System in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th) business
 15 day of the month following the report month.

16 D. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by
 17 ADMINISTRATOR, concerning CONTRACTOR’s activities as they affect the services hereunder.
 18 ADMINISTRATOR will be specific as to the nature of information requested and the time frame the
 19 information is needed.

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

22 V. SERVICES

23 A. FACILITY – CONTRACTOR shall provide AB 109 Outpatient and Residential Services at
 24 locations approved, in advance and in writing, by ADMINISTRATOR and appropriately licensed and/or
 25 certified in accordance with State of California, Department of ~~Alcohol and Drug Programs~~ Health Care
 26 Services standards, and Title 9 and/or Title 22 CCR, ~~and approved to provide services by OCPD.~~
 27 CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule, unless
 28 otherwise authorized, in advance and in writing, by ADMINISTRATOR.

29 B. PERSONS TO BE SERVED

30 1. CONTRACTOR shall serve adult male and female PCS and SRPs eighteen (18) ~~1~~ years and
 31 older who have a substance abuse disorder. Said Participants shall demonstrate a need for residential or
 32 outpatient treatment. Such persons shall include persons with co-occurring disorders.

33 2. CONTRACTOR shall only provide services, under the Agreement, to those Participants
 34 referred by ADMINISTRATOR. At its sole discretion, ADMINISTRATOR shall make referrals as
 35 needed to meet the requirements of the substance use disorder treatment program. All referrals shall be
 36 initiated by ADMINISTRATOR AB 109 assessment staff and CONTRACTOR shall accept all said
 37

1 referrals.

2 C. ADMISSION TO TREATMENT SERVICES – CONTRACTOR shall only admit PCS and/or
3 SRP referrals from ADMINISTRATOR's AB 109 assessment staff.

4 //

5 1. ADMINISTRATOR's AB 109 assessment staff will conduct an assessment and ~~fax~~send a
6 referral packet to CONTRACTOR. Co-occurring disorder referrals will be approved by
7 ADMINISTRATOR's and/or Community Psychiatrist. CONTRACTOR shall notify
8 ADMINISTRATOR's AB 109 assessment staff and OCPD upon admission of the PCS and/or SRPs into
9 program.

10 2. CONTRACTOR shall accept all referrals in accordance with its treatment capacity.

11 3. CONTRACTOR shall have the right to refuse admission of a person only in accordance
12 with its written policy; provided however, CONTRACTOR shall comply with the Nondiscrimination
13 Paragraph of the Agreement.

14 ~~—D. TOKENS— ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens~~
15 ~~for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.~~

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

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

20 ~~——3. CONTRACTOR shall indicate in the monthly staffing report, the serial numbers of the~~
21 ~~Token for each staff member assigned a Token.~~

22 ~~——4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following~~
23 ~~conditions:~~

24 ~~——a. Token of each staff member who no longer supports the Agreement.~~

25 ~~——b. Token of each staff member who no longer requires access to the HCA IRIS.~~

26 ~~——c. Token of each staff member who leaves employment of CONTRACTOR.~~

27 ~~——d. Tokens which are malfunctioning.~~

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

30 ~~——6. Contractor shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts~~
31 ~~of negligence.~~

32 ~~—E.~~ D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
33 Services Paragraph of this Exhibit B to the Agreement.

34 VI. STAFFING

35 A. CONTRACTOR shall provide staffing levels and qualifications appropriate to meet the needs of
36 the substance use disorder treatment services program Participants.
37

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

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

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

E. CONTRACTOR shall provide pre-employment "live scan" screening of any staff person providing service pursuant to the Agreement. All new staff, volunteers, and interns shall pass a ~~COUNTY criminal justice~~ one-time "live scan" fingerprinting background check ~~conducted by OCPD~~. All staff shall be subject to sanction screening as referenced in the Compliance paragraph on a ~~yearly bi-annual~~ basis. ~~Program directors, managers and other supervisory staff will be requested to voluntarily submit to a more extensive background check, including "live scan" fingerprinting.~~ All staff shall also be screened by Megan's Law, OC Courts and OC Sheriff's Department on an annual basis. The results of the fingerprint checks will be sent directly from the Department of Justice to ~~OCPD~~ CONTRACTOR. Results must remain in staff file. ADMINISTRATOR may change this approval mechanism at their discretion.

1. All staff, prior to hiring, shall meet the following requirements:
 - a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under ~~California Penal Code~~ PC section 290;
 - b. No person shall have been convicted of an arson offence – Violation of ~~Penal Code~~ PC sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
 - c. No person shall have been convicted of any violent felony as defined in ~~Penal Code~~ PC section 667.5, which involve doing bodily harm to another person, for which the staff member was convicted within five years prior to employment;
 - d. No person shall be on parole or probation;
 - e. No person shall participate in the criminal activities of a criminal street gang and/or

1 | prison gang; and

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

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

8 | F. All program staff having direct contact with Participants shall, within the first (1st) year of
9 | employment, be trained in infectious disease recognition, crisis intervention, referrals, techniques, and to
10 | recognize physical and psychiatric symptoms that require appropriate referrals to other agencies.
11 | CONTRACTOR shall provide on-going training in topics related to alcohol and drug use on a yearly basis.

12 | G. All staff providing services shall be registered, licensed and/or certified in accordance with State
13 | requirements/and professional guidelines, as applicable.

14 | H. Staffing levels and qualifications shall meet the requirements of the State of California, Health
15 | and Human Services Agency's Department of ~~Alcohol and Drug Programs~~ Health Care Services, Alcohol
16 | and/or Other Drug Certification Standards.

17 | I. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
18 | of the Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and
19 | exemptions necessary for the provision of services hereunder and required by federal, state, or
20 | COUNTY laws or regulations and any other applicable regulatory agencies. CONTRACTOR shall
21 | notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective
22 | of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions.
23 | Said inability shall be cause for termination of the Agreement.

24 | J. STAFF CONDUCT – CONTRACTOR shall establish a written policies and procedures for
25 | employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
26 | limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships;
27 | prohibition of sexual conduct with Participant; prohibition of forging or falsifying documents or drug
28 | tests; and real or perceived conflict of interest. Prior to providing any services pursuant to the
29 | Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set
30 | forth in the said policies and procedures. A copy of the said policies and procedures shall be posted in
31 | writing in a prominent place in the treatment facility.

32 | ~~K.~~ K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
33 | the Staffing Paragraph of this Exhibit B to the Agreement.

34 | **VII. GENERAL REQUIREMENTS**

35 | **A. MEETINGS -** CONTRACTOR's Executive Director or designee shall participate, when
36 | requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to
37 |

1 the Agreement.

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

7 ~~M. CONTRACTOR shall receive approval of the OCPD prior to providing residential and/or
8 outpatient treatment services.~~ C. AUTHORITY- CONTRACTOR shall recognize the authority of

9 OCPD as officers of the court, and shall extend cooperation to OCPD within the constraints of
10 CONTRACTOR's program of alcohol and drug abuse residential and/or outpatient treatment services.

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

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

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

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

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

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

24 a. Token of each staff member who no longer supports the Agreement.

25 b. Token of each staff member who no longer requires access to the HCA IRIS.

26 c. Token of each staff member who leaves employment of CONTRACTOR.

27 d. Tokens which are malfunctioning.

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

30 6. Contractor shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts
31 of negligence.

32 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
33 ~~Staffing~~ General Requirements Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»
JULY 1, 2013 2015 THROUGH JUNE 30, 2015 2017

I. OUTPATIENT SUBSTANCE USE DISORDER TREATMENT SERVICES

If CONTRACTOR has agreed to provide outpatient substance use disorder treatment services as specified in Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with Exhibits B and C. CONTRACTOR shall operate a certified drug abuse outpatient treatment program, in accordance with the standards established by ADMINISTRATOR and OCPD.

~~A.~~ A. FACILITY – Unless otherwise authorized in writing by ADMINISTRATOR, facilities used for outpatient services shall operate, at least, Monday through Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate working Participants unable to participate during regular daytime hours at «OT_PT_FACILITY_ADDRESS» or at any other facility approved in advance by ADMINISTRATOR. Each program shall post hours of operation to inform the general public and Participants. When not open, the program shall provide information concerning the availability of short-term emergency counseling or referral services, including, but not limited to, emergency telephone services.

B. ADMISSIONS FOR SERVICES - CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons living with HIV disease, as well as persons with a concurrent diagnosis of mental illness, ~~i.e., those identified as having a dual diagnosis.~~ Co-occurring persons and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medication(s). CONTRACTOR shall have a policy that requires Participants who show signs of any communicable disease, or through medical disclosure during the intake process admit to a health related problem that would put others at risk, to be cleared medically before services are provided by the program.

C. SERVICES TO BE PERFORMED – CONTRACTOR shall provide AB 109 outpatient services for no more than one hundred eighty (180) days of duration, unless approved in writing by ADMINISTRATOR. CONTRACTOR's services shall include, but not be limited to: a structured sequence of alcohol and drug abuse education, treatment planning, group and individual counseling.

1. CONTRACTOR shall enroll Participants referred by ADMINISTRATOR's AB 109 assessment staff only. Participants who receive a sober living referral must enroll or make contact with

1 outpatient provider within five (5) business days of receiving the said referral. Participants with direct
 2 referral to outpatient services must enroll or make contact within seventy-two (72) hours.
 3 CONTRACTOR shall notify the ADMINISTRATOR's AB 109 assessment staff upon enrollment or if a
 4 Participant is a no show.

5 2. CONTRACTOR shall discharge and notify the ADMINISTRATOR's AB 109 assessment
 6 staff and the Probation Officer in the event a Participant is absent from program without an excuse from
 7 treatment for thirty (30) days.

8 3. CONTRACTOR's program shall include an introduction to self-help programs such as
 9 Narcotics Anonymous, Alcoholics Anonymous, Alcoholics Anonymous "Step Study" or other
 10 appropriate self-help programs. It shall include supportive sober recreational activity and may include
 11 activities designed to enhance skills in dealing with social service, legal/judicial, and employment
 12 services within COUNTY.

13 D. CRISIS INTERVENTION – Crisis Intervention is defined as emergency assessment and
 14 counseling with the Participant and/or family member(s) in a crisis situation. CONTRACTOR shall
 15 provide crisis intervention when deemed necessary.

16 E. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services, by
 17 contacting outside agencies and making referrals for services outside the scope of comprehensive
 18 substance abuse services as identified in the Participant's ~~treatment plan as necessary to the Participant's~~
 19 recovery. Such concomitant services include academic education, vocational training, medical and
 20 dental treatment, pre-and post-counseling, testing for infectious diseases, legal assistance, job search
 21 assistance, financial assistance, ~~childcare~~ child care, and self-help programs.

22 F. ASSESSMENT – CONTRACTOR shall provide a standardized, comprehensive risk and needs
 23 assessment to each Participant to assess alcohol and drug abuse history, family history, mental and
 24 emotional status, legal status, educational and vocational background as well as daily living skills, stress
 25 management, literacy, employment, education and money management within thirty (30) days of
 26 admission. Assessment tools will be co-occurring capable, meet best practice standards, and may
 27 include ASI, CalOMS, or other assessment tools that are approved by ADMINISTRATOR and
 28 completed and signed by CONTRACTOR staff and Participant ~~as approved by ADMINISTRATOR~~.

29 G. PROGRAM ORIENTATION – Within the first seventy-two (72) hours of a Participant's
 30 admission into the program, CONTRACTOR shall provide an overview of the Program. The program
 31 orientation shall include, but not be limited to:

- 32 1. Program structure, schedules, and rules;
- 33 2. Understanding of substance abuse and addiction;
- 34 3. Policies regarding Participant fees;
- 35 4. Participant rights;
- 36 5. Assignment of a counselor;
- 37 6. Staff code of conduct; and

7. Continuing care services.

H. TREATMENT PLAN – CONTRACTOR shall develop an individualized treatment plan with each Participant within thirty (30) calendar days of admission ~~into the Program~~, which shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, one of which shall be a drug and/or alcohol problem, including long-term and short-term individualized goals for addressing the identified needs, with action steps, target dates and dates of resolution for each. Every thirty (30) calendar days from time of admission, CONTRACTOR shall review ~~and document~~ with the Participant, and document in the progress notes, the Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in problem identification or focus of treatment occurs, or no later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter.

I. THERAPEUTIC ACTIVITY – CONTRACTOR shall provide Therapeutic Activity which includes individual counseling, groups, and provide access to self-help groups. These activities shall incorporate best practices and evidence-based approaches. Individual and group counseling shall consist of the following:

1. Individual Counseling – CONTRACTOR shall provide individualized one-on-one counseling to Participant. Sessions are fifty (50) minutes in length, but may be twenty-five (25) minutes, if deemed therapeutically necessary. ~~Counseling shall be culturally appropriate to Participant's needs.~~

2. Group Counseling – CONTRACTOR shall provide counseling within a group to Participants determined appropriate for group sessions. ~~The ratio of Participants to counselor shall not be greater than 15:1 as evidenced on group activity rosters.~~ Topics for discussion shall include but not be limited to, the following:

- a. Substance abuse education;
- b. Conflict resolution, anger management, skills building;
- c. Trauma (abuse, violence);
- d. Relapse prevention;
- e. Mechanisms for building self-esteem and personal assertiveness;
- f. Life skills and vocational pursuits;
- g. Cultural and acculturation issues;
- h. Chronic disease issues;
- i. Co-occurring issues; and
- j. Personal values, social relations, family functioning, coping mechanisms and related issues.

3. The unit count for group counseling is based on the number of Participants in the group. A group counseling session with four (4) Participants would be counted as four (4) units.

4. Participants shall receive no more than five (5) hours of face-to-face activities per week which consists of group counseling and/or individual counseling only.

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~~J. HABILITATIVE AND REHABILITATIVE SERVICES – CONTRACTOR shall provide structured and planned habilitative and rehabilitative activities involving program staff and Participants in traditional classroom or experiential learning of practical life and social skills. Subjects shall include, but are not limited to, the following: Job preparation, application, interview and retention skills; managing finances; maintaining health and personal hygiene and appearance; obtaining educational and vocational training; building and maintaining socially supportive relationships; security housing; obtaining social services; recognizing and preventing substance abuse relapse; avoiding violence and criminal activities; recognizing and changing self-defeating thinking and behavior patterns; nutrition, meal planning and food preparation; parenting skills, and obtaining child care.~~

~~K. J. COLLATERAL SERVICES – CONTRACTOR shall provide, as appropriate and documented in the Participant file, individual and group sessions for Participant's family members of the Participant. These services shall or significant others, excluding professionals such as employers or doctors, to address family varied systems dynamics as they, which could contribute to the Participant's relapse, and potential or actual abuse in the family system use.~~ Collateral Services shall include the Participant unless determined inappropriate by the Counselor. All Collateral Services provided to family members which otherwise meet the condition of individual or group Units of Service shall be counted as the appropriate Unit of Service.

~~L. RELAPSE PREVENTION – Relapse Prevention is defined as individual and group sessions for a Participant to reinforce sobriety status; regardless of Participant's position in phase structure of program or during follow up. CONTRACTOR shall provide relapse prevention services.~~

~~M. L. TRANSITION/EXIT PLAN PLANNING – CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen (14) calendar days prior to Participant's successful completion of the program. The transition and exit plan shall be completed and signed by CONTRACTOR and Participant. The transition and exit plan shall include:~~

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

2. A continuing treatment exit plan that includes referral linkage and transition of the Participant to support services such as vocational rehabilitation, job training, self-help groups and other recovery maintenance services if needed, and document this in the Participant's chart. The continuing treatment exit plan shall also include referrals for unmet or continuing the goals identified in the Participant's treatment plan.

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

~~N. DISCHARGE SUMMARY – CONTRACTOR shall develop written procedures regarding Participant discharge. Written criteria for the discharge summary shall include:~~

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

ON. ALCOHOL and DRUG SCREENING

1. CONTRACTOR shall have a written policy and procedure statement regarding alcohol and drug screening that includes ~~unannounced~~ random drug and/or alcohol testing at a minimum of one (1) time per month for all Participants. The urine specimen collection shall be observed by same sex staff. This policy shall

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be approved by ADMINISTRATOR. For those situations where alcohol and/or drug screening is deemed appropriate and necessary, CONTRACTOR shall:

- a. Establish procedures that protect against the falsification and/or contamination of any ~~physical~~ body specimen sample collected for drug screening; and
- b. Document results of the drug screening in the Participant's record.

2. In the event that any Participant of CONTRACTOR receives a drug test result indicating any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of receipt of such drug test results via an incident report, and the corrective action to be taken if the Participant is allowed to remain in the Program.

PO. REFERRAL AND FOLLOW-UP – CONTRACTOR shall provide effective Linkage of a Participant to other ancillary services with follow-up to be provided within one (1) week of referral to ensure that the Participant has contacted the referred service. Referrals shall also be made for individuals having special needs, such as persons living with HIV disease. Referrals shall be sensitive to the Participant's cultural needs. Such referrals shall be documented in the Participant's files.

QP. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1. CONTRACTOR shall ensure that all persons admitted for outpatient treatment services have a health questionnaire completed using form ~~ADP-10100-A-E~~ DHCS 5103 form, or may develop their own form provided it contains, at a minimum, the information requested in the ~~ADP-10100-A-E~~ DHCS 5103 form.

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

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

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

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

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

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

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

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

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

RQ. PERFORMANCE OUTCOMES

1. CONTRACTOR shall be required to achieve performance outcomes ~~by June 30, 2014 for Period One and by June 30, 2015 for Period Two~~, tracking and reporting performance outcome statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the outcome, and, therefore, revisions to the performance outcomes may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR. CONTRACTOR may establish additional performance outcome(s) in coordination with OCPD and ADMINISTRATOR during the year. CONTRACTOR shall provide any requested information or data by ADMINISTRATOR and OCPD for purposes of evaluating program performance to determine overall public safety outcomes.

2. ~~ADAS~~ Performance outcomes for each Period.

a. Outcome 1: CONTRACTOR shall provide effective outpatient substance abuse assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as measured by retention and completion rates.

1) Retention rates shall be calculated by number of Participants currently enrolled in or successfully completed their treatment program divided by the total number of Participants served during the evaluation period.

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

b. Outcome 2: CONTRACTOR shall obtain completed CESIs within thirty (30) calendar

days of admission from at least eighty percent (80%) of Participants. CONTRACTOR shall also obtain completed CESTs at mid-point and completion from all Participants receiving at least forty-five (45) calendar days of treatment.

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

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

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

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

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

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

SR. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Outpatient Substance Use Disorder Treatment Services Paragraph of this Exhibit C to the Agreement.

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EXHIBIT D
TO AGREEMENT FOR PROVISION OF
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»
JULY 1, ~~2013~~2015 THROUGH JUNE 30, ~~2015~~2017

I. RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES

If CONTRACTOR has agreed to provide residential substance use disorder treatment services as specified in Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with Exhibits B and D.

A. FACILITY – Unless otherwise authorized in writing by ADMINISTRATOR, facilities used for residential services shall maintain regularly scheduled service hours seven (7) days a week, twenty-four (24) hours a day, throughout the year at ~~N/A~~ «RES_FACILITY_ADDRESS» or at any other facility approved in advance by ADMINISTRATOR. The program shall provide information concerning the availability of short-term emergency counseling or referral services, including, but not limited to, emergency telephone services.

1. CONTRACTOR shall provide a residential treatment services program in a safe supportive environment. CONTRACTOR shall provide residential treatment services for no less than thirty (30) calendar days and no more than ninety (90) calendar days unless approved in writing by ADMINISTRATOR.

2. CONTRACTOR shall operate licensed and certified alcohol and drug abuse residential programs in accordance with the standards established by COUNTY and the California State Department of ~~Alcohol and Drug Programs~~ Health Care Services within the specifications stated herein, unless otherwise authorized by ADMINISTRATOR.

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

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons living with HIV disease, as well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a ~~dual diagnosis~~ co-occurring persons diagnosis. Persons with co-occurring disorders and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medications. ~~ADMINISTRATOR~~ CONTRACTOR will conduct an assessment utilizing the ASAM PPC and ~~fax~~ send a

1 //

2 referral

packet

to

3 #

4 #

5 ~~CONTRACTOR~~ ADMINISTRATOR CONTRACTOR shall enter admission data on the paperwork
6 and ~~fax~~ send it back to ADMINISTRATOR upon admission of the Participant into program.

7 2. Positive drug screen at admission alone will not disqualify the Participant from admission
8 to treatment. Participants who have not used substances in the previous twenty-four (24) hours (may be
9 self-report) are eligible for treatment. Participants who have consumed, used, or are otherwise under the
10 influence of alcohol or drugs within the past 24 hours shall not be permitted on the premises except for
11 admissions for detoxification or withdrawal services. Individuals appearing to be under the influence of
12 substances may be excluded from admission.

13 3. CONTRACTOR shall have a policy that requires Participant who shows signs of any
14 communicable disease, or through medical disclosure during the intake process, admit to a health related
15 problem that would put others at risk, to be cleared medically before services are provided by the
16 programs.

17 a. CONTRACTOR shall only admit Participants referred by ADMINISTRATOR.

18 b. CONTRACTOR shall have the right to refuse admission of a person only in accordance
19 with its written admission policy; provided, however, CONTRACTOR shall comply with the
20 Nondiscrimination Paragraph of the Agreement.

21 ~~C. CO-OCCURRING~~ 4. Co-occurring Disorders – CONTRACTOR shall provide
22 rehabilitative and recovery services to Participants with co-occurring disorders and ensure that such
23 services address the relationship between the two diagnoses throughout treatment.

24 15. Program Orientation – Within the first seventy-two (72) hours of a Participant's admission
25 into the program, CONTRACTOR shall provide an overview of the program. The program orientation
26 shall include, but not be limited to:

- 27 a. Overview of program structure, and schedule;
- 28 b. Program rules and regulation;
- 29 c. Policies regarding Participant fees;
- 30 d. A copy of the Participant code of conduct;
- 31 e. Participant rights;
- 32 f. Assignment of a counselor;
- 33 g. Staff code of conduct; and
- 34 h. Continuing care services.

35 26. Assessment – Within seven (7) days of admission, CONTRACTOR shall provide a
36 standardized, comprehensive risk and needs assessment on each Participant which assesses both
37 alcohol/drug abuse history, family history, mental and emotional status, legal status, educational and

vocational background as well as daily living skills, stress management, literacy, employment, education, and money management. Assessment tools ~~will be co-occurring capable,~~ shall meet best practice standards, and may include ASI, CalOMS, or other assessment tools that are approved by ADMINISTRATOR and completed and signed by staff and Participant. ~~The tool will require approval by ADMINISTRATOR.~~

37. Treatment Plan – CONTRACTOR shall develop an individualized treatment/recovery plan, with each Participant within fourteen (14) calendar days of admission ~~into the program which.~~ Each treatment plan shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, including a drug and/or alcohol problem, long and short term individualized goals for addressing the identified needs, with action steps, target dates and dates of resolution for each. As a part of their treatment plan, Participants will be actively involved in outside activities. Participants' treatment plan shall clearly outline the expectations and steps taken to successfully earn Resocialization privileges. Every fourteen (14) calendar days, CONTRACTOR shall review the treatment plan with the Participant, and document, in the ~~Participant's~~ progress notes, the Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when ~~problems are resolved~~ a change in problem identification or new problems are identified during focus of treatment: ~~occurs, or, no later than ninety (90) calendar days after signing the initial treatment plan.~~

48. Structured Therapeutic Activities – Residential ~~recovery~~ Treatment services shall consist of a minimum of twenty (20) hours of structured activity per week. ~~The schedule must include at least two different Self-Help Meetings on site. These may include but not be limited to Narcotics Anonymous, Alcoholics Anonymous, Alcoholics Anonymous "Step Study" or other 12-step programs or non-12 step self-help programs.~~ of which Participants must engage in a minimum of fourteen (14) hours ~~(14)~~ of therapeutic activity per week, and shall include, at a minimum the following:

a. Individual Counseling – CONTRACTOR shall provide individual counseling to Participants ~~in need of individualized attention. Counseling shall be culturally appropriate to Participants' needs.~~

b. Group Counseling – CONTRACTOR shall provide counseling within a group setting to Participants. Group intervention and activities may include, but are not limited to, process groups, seminars and educational groups, house and community group meetings, and ~~or~~ habilitative group activities. Topics for discussion shall include anger management, criminal thinking and thinking errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities, the ratio of Participants to substance abuse program counselors shall not be greater than 12:1 as evidenced on group activity rosters practical life and social skills.

5 c. CONTRACTOR shall provide access and balanced exposure to on-site and off-site self-help support meetings, non-spiritual and spiritual, such as Alcohol Anonymous, Narcotics Anonymous, and Smart Recovery. For example, if a Big Book (AA) study is offered, then a Basic Text (NA) study

must also be offered. If NA or AA meetings are primarily offered on-site, clients should also be given the opportunity, if possible, to attend NA or AA meetings off-site on those days. CONTRACTOR shall ensure that various self-help reading materials are provided on-site and easily accessible to Participants.

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

- a. Teaching the concepts of rules, teamwork and sportsmanship,
- b. Providing guidance on use of recreational or leisure time.

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

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~~7. Treatment Phases – CONTRACTOR's program shall consist of progressive treatment phases which shall be defined in CONTRACTOR's Program Protocol, approved by ADMINISTRATOR, and include measurement of Participant's progress in order to advance to subsequent phases. The Program Protocol shall be CONTRACTOR's written program description, goals and objectives, and policies established by CONTRACTOR for the residential treatment program as provided for under the Agreement. Each Participant shall be restricted to the premises of the facilities listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions shall be allowed for medical and psychiatric services, described in Exhibit A to the Agreement, or other staff approved activities under CONTRACTOR supervision. Program shall ensure that Participants are eligible for reentry services shortly after orientation and no later than 45 days post admission.~~

11. Treatment Activities:

a. CONTRACTOR shall design Treatment phases shall consist of the following:

~~a. Orientation and engagement consists of activities designed Activities to interrupt negative alcohol or other drug abuse ~~lifestyle~~ factors, address denial, and personal/behavioral issues, and assist the Participant's adjustment to a sober environment. ~~The Participant shall not be expected to seek employment or educational opportunities during this phase.~~~~

~~b. Primary treatment, internalization and socialization consist of activities designed to assist Participants in working on personal issues, cultivate support systems, and seek educational/vocational opportunities. CONTRACTOR shall include within the Participant's Treatment Plan client-centered goals and objectives with specific measurable tasks outlining what the Participant is~~

to complete prior to advancing to Resocialization phase of treatment.

c. CONTRACTOR shall ~~allow~~ not encourage Participants to seek ~~and obtain~~ employment and ~~acquire~~ opportunities during the first thirty (30) calendar days of their treatment.

12. Resocialization:

a. As part of the Resocialization process, CONTRACTOR shall finalize exit plans with the Participant.

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

~~c. Re Entry and externalization shall consists of activities designed to assist the Participant with separation issues, develop appropriate community support systems, gain employment and/or enroll in educational/vocational programs, and finalize exit plans.~~

~~d.~~ 13. Graduation – CONTRACTOR shall consider all Participants to be graduated upon completion of their Residential Treatment program in accordance with the treatment plan.

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

a. Identification of the Participant's achievements while in the Residential Treatment program such as meeting or progressing towards educational or vocational goals.

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

c. A continuing treatment exit plan that includes ~~referral~~ linkage and ~~Linkage~~ transition of the Participant to appropriate services such as outpatient treatment, other support services such as vocational rehabilitation, job training, and other services, if needed, and document this in the Participant's chart. The continuing treatment plan shall also include ~~the~~ referrals for unmet or continuing goals identified in the Participant's treatment plan.

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

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e. CONTRACTOR shall provide linkage to outpatient treatment, ongoing recovery support services such as self-help groups, alumni groups, recovery maintenance services, social services, rehabilitation services, vocational services, job training services or other appropriate services.

915. Discharge Summary – CONTRACTOR shall develop written procedures regarding Participant discharge. Written criteria for the discharge summary shall include:

a. Reason for discharge;

- b. Description of treatment episodes or recovery services;
- c. Current alcohol and/or drug usage at discharge;
- d. Vocational and educational achievements;
- e. Legal status;
- f. Linkages and referrals made;
- g. Participants comments; ~~and~~
- h. A description of the Participant's goals and achievement towards those goals as described in the Participant's treatment plan.

~~10~~16. Food and Other Services – CONTRACTOR shall provide a clean, safe environment, toiletries, clean linen, food service, storage, and supervision of medication.

~~11~~17. Support Services – CONTRACTOR shall provide housekeeping; laundry; maintenance and arrangements for emergency and non-emergency medical services.

~~12~~18. Collateral Services – CONTRACTOR shall provide ~~and document in the Participant file,~~ as appropriate, individual and group sessions for Participant's family members ~~of the Participant.~~ ~~These services shall~~ or significant others, excluding professionals such as employers or doctors, to address ~~family varied systems~~ dynamics, which, could contribute to the Participant's relapse, and potential or actual ~~abuse in the family system~~ use. Collateral Services shall include the Participant unless determined inappropriate by the Counselor.

~~13. Habilitative and Rehabilitative Services – CONTRACTOR shall provide structured and planned habilitative and rehabilitative activities involving program staff and Participants in traditional classroom or experiential learning of practical life and social skills. Subjects shall include, but are not limited to, the following: job preparation, application, interview and retention skills; managing finances; maintaining health and personal hygiene and appearance; obtaining educational and vocational training; building and maintaining socially supportive relationships; security housing; obtaining social services; recognizing and preventing substance abuse relapse; avoiding violence and criminal activities; recognizing and changing self-defeating thinking and behavior patterns; nutrition, meal planning and food preparation; parenting skills, and obtaining child care.~~

~~14~~19. Alcohol/ and/or Drug Screening – CONTRACTOR shall have a written policy and procedure statement regarding drug screening that includes random drug and/or alcohol testing at a minimum of one (1) time per month for the first thirty (30) days and two (2) times per month for the remaining term of the Agreement for all Participants. ~~The~~All urine specimen collection shall be observed by same sex staff. This policy shall be approved by ADMINISTRATOR. ~~CONTRACTOR shall;~~ A Participant shall not be denied admittance to treatment for a positive alcohol and/or drug screen at admission if they meet all other criteria for admission. In the event CONTRACTOR wishes to utilize a COUNTY-contracted laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from Participants. Such testing shall be provided at COUNTY's expense. In the event that any Participant of CONTRACTOR receives a drug test result indicating any substance abuse,

CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of receipt of such test results via incident report and the corrective action to be taken by the Participant if the Participant is allowed to remain in the program. CONTRACTOR shall:

- a. Establish procedures that protect against falsification and/or contamination of any ~~physical~~ body specimen sample collected for drug screening; and
- b. Document results of the drug screening in the Participant's ~~files~~ record.

~~D~~C. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1. CONTRACTOR shall ensure that all persons admitted for Residential Treatment services have a health questionnaire completed using form ~~ADP-10100-A-E~~ DHCS 5103 form, or may develop their own form provided it contains, at a minimum, the information requested in the ~~ADP-10100-A-E~~ DHCS 5103 form.

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

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

~~2) The completed questionnaire shall be signed and dated by CONTRACTOR and Participant.~~ 2) A copy of the questionnaire shall be filed in the Participant's file.

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

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

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

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

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

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

4. CONTRACTOR shall provide TB services for programs directly or by referral to ~~ADMINISTRATOR~~ the COUNTY or another appropriate provider. TB services shall be provided within seven (7) days of admission. These TB services shall consist of the following:

- a. Counseling with respect to TB;
- b. Testing to determine whether the individual has been infected and to determine the appropriate form of treatment;

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

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D. TRANSPORTATION SERVICES

1. ~~Emergency Medical Transportation~~ COUNTY shall only pay for ~~emergency~~ medical ambulance or medical van transportation to and from designated ~~alcohol and drug~~ residential substance use disorder treatment programs or health facilities ~~in accordance with COUNTY's~~ through the COUNTY's Medical Transportation ~~Contract~~ Agreement under the following conditions:

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

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

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

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

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

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

~~FE~~. CRISIS HELPLINE – CONTRACTOR shall provide a twenty-four (24) hour helpline to provide Participants access to a counselor or information and referrals to community resources.

GF. PERFORMANCE OUTCOMES

1. CONTRACTOR shall be required to achieve performance outcomes, tracking and reporting performance outcome statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the outcome, and, therefore, revisions to the performance outcomes may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR. CONTRACTOR may establish additional performance outcome(s) in coordination with OCPD and ADMINISTRATOR during the year. CONTRACTOR shall // provide any requested information or data by ADMINISTRATOR and OCPD for purposes of evaluating program performance to determine overall public safety outcomes.

2. ~~ADAS~~ Performance outcome for each Period:

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

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

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

b. Outcome 2: CONTRACTOR shall obtain completed CESIs within thirty (30) calendar days of admission from at least eighty percent (80%) of Participants. CONTRACTOR shall also obtain completed CESTs at mid-point and completion from all Participants receiving at least forty-five (45) calendar days of treatment.

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

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

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

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

c. Outcome 3: Contractor shall implement a process improvement project as outlined in

the NIATx model, targeting at least one of the following four NIATx aims:

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

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

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

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

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

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

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J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Residential Substance Use Disorder Treatment Services Paragraph of this Exhibit D to the Agreement.

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EXHIBIT E
TO AGREEMENT FOR PROVISION OF
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»
JULY 1, 2015 THROUGH JUNE 30, 2017

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

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

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

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

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

2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

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

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

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

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

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

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

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1 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
2 from at least three (3) of the following four (4) groups from the standard keyboard:

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

37 //

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

3. Audit Controls

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

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

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

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

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

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

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

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

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT F
TO AGREEMENT FOR PROVISION OF
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»
JULY 1, 2015 THROUGH JUNE 30, 2017

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR
CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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