

1 AGREEMENT FOR PROVISION OF
2 AB 109 RESIDENTIAL TREATMENT SERVICES

3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 YELLOWSTONE WOMEN’S FIRST STEP HOUSE, INC.
7 JULY 1, 2019 THROUGH JUNE 30, 2022

8
9 THIS AGREEMENT entered into this 1st day of June 2020 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and
11 YELLOWSTONE WOMEN’S FIRST STEP HOUSE, INC. a California nonprofit corporation
12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
13 as “Party” or collectively as “Parties.” This Agreement shall be administered by the Director of the
14 County of Orange Health Care Agency (ADMINISTRATOR).

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

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

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 through June 30, 2022

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

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation:	\$2,021,725
Period Two Aggregate Maximum Obligation:	2,021,725
Period Three Aggregate Maximum Obligation:	<u>2,021,725</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$6,065,175

Basis for Reimbursement: Fee-for-Service

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-100-5180

CONTRACTOR TAX ID Number: 33-0802499

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Yellowstone Women’s First Step House, Inc.
154 East Bay Street
Costa Mesa, CA 92627
Dr. A. M. Thames
honeythames@yahoo.com

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I. ACRONYMS

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

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4	A. AA	Alcoholics Anonymous
5	B. AB	109 Assembly Bill 109, 2011 Public Safety Realignment
6	C. AIDS	Acquired Immune Deficiency Syndrome
7	D. ARRA	American Recovery and Reinvestment Act of 2009
8	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	F. ASI	Addiction Severity Index
10	G. ASRS	Alcohol and Drug Programs Reporting System
11	H. BHS	Behavioral Health Services
12	I. CalOMS	California Outcomes Measurement System
13	J. CalWORKs	California Work Opportunity and Responsibility for Kids
14	K. CAP	Corrective Action Plan
15	L. CCC	California Civil Code
16	M. CCR	California Code of Regulations
17	N. CESI	Client Evaluation of Self at Intake
18	O. CEST	Client Evaluation of Self and Treatment
19	P. CFDA	Catalog of Federal Domestic Assistance
20	Q. CFR	Code of Federal Regulations
21	R. CHPP	COUNTY HIPAA Policies and Procedures
22	S. CHS	Correctional Health Services
23	T. COI	Certificate of Insurance
24	U. CPA	Certified Public Accountant
25	V. CSW	Clinical Social Worker
26	W. DATAR	Drug Abuse Treatment Access Report
27	X. DHCS	California Department of Health Care Services
28	Y. D/MC	Drug/Medi-Cal
29	Z. DPFS	Drug Program Fiscal Systems
30	AA. DRS	Designated Record Set
31	AB. EEOC	Equal Employment Opportunity Commission
32	AC. HER	Electronic Health Records
33	AD. EOC	Equal Opportunity Clause
34	AE. ePHI	Electronic Protected Health Information
35	AF. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
36	AG. FFS	Fee For service
37	AH. FSP	Full Service Partnership

1	AI. FTE	Full Time Equivalent
2	AJ. GAAP	Generally Accepted Accounting Principles
3	AK. HCA	County of Orange Health Care Agency
4	AL. HHS	Federal Health and Human Services Agency
5	AM. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
6		Law 104-191
7	AN. HITECH	Health Information Technology for Economic and Clinical Health
8		Act, Public Law 111-005
9	AO. HIV	Human Immunodeficiency Virus
10	AP. HSC	California Health and Safety Code
11	AQ. IRIS	Integrated Records and Information System
12	AR. ITC	Indigent Trauma Care
13	AS. LCSW	Licensed Clinical Social Worker
14	AT. MAT	Medication Assisted Treatment
15	AU. MFT	Marriage and Family Therapist
16	AV. MH	Mental Health
17	AW. MHP	Mental Health Plan
18	AX. MHS	Mental Health Specialist
19	AY. MHSA	Mental Health Services Act
20	AZ. MSN	Medical Safety Net
21	BA. NA	Narcotics Anonymous
22	BB. NIH	National Institutes of Health
23	BC. NPI	National Provider Identifier
24	BD. NPPES	National Plan and Provider Enumeration System
25	BE. OCPD	Orange County Police Department
26	BF. OCR	Federal Office for Civil Rights
27	BG. OIG	Federal Office of Inspector General
28	BH. OMB	Federal Office of Management and Budget
29	BI. OPM	Federal Office of Personnel Management
30	BJ. P&P	Policy and Procedure
31	BK. PA DSS	Payment Application Data Security Standard
32	BL. PATH	Projects for Assistance in Transition from Homelessness
33	BM. PC	California Penal Code
34	BN. PCI DSS	Payment Card Industry Data Security Standards
35	BO. PCS	Post-Release Community Supervision
36	BP. PHI	Protected Health Information
37	BQ. PII	Personally Identifiable Information

1	BR. PRA	California Public Records Act
2	BS. PSC	Professional Services Contract System
3	BT. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
4	BU. SIR	Self-Insured Retention
5	BV. SMA	Statewide Maximum Allowable (rate)
6	BW. SOW	Scope of Work
7	BX. SUD	Substance Use Disorder
8	BY. UMDAP	Uniform Method of Determining Ability to Pay
9	BZ. UOS	Units of Service
10	CA. USC	United States Code
11	CB. WIC	Women, Infants and Children

12 **II. ALTERATION OF TERMS**

13
14 A. This Agreement, together with Exhibits A and B attached hereto and incorporated herein, fully
15 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
16 matter of this Agreement.

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

21 **III. ASSIGNMENT OF DEBTS**

22
23 Unless this Agreement is followed without interruption by another Agreement between the Parties
24 hereto for the same services and substantially the same scope, at the termination of this Agreement,
25 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
26 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
27 mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee,
28 and the address to which payments are to be sent. Payments received by CONTRACTOR from or on
29 behalf of said persons, shall be immediately given to COUNTY.

30 **IV. COMPLIANCE**

31
32 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
33 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
34 programs.

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

1 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
2 compliance program, code of conduct and any compliance related policies and procedures.
3 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
4 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
5 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
6 this Agreement. These elements include:

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

14 3. If CONTRACTOR does not provide proof of its own compliance program to
15 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
16 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
17 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
18 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of
19 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete
20 ADMINISTRATOR's annual compliance training to ensure proper compliance.

21 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
22 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
23 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
24 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
25 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
26 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
27 proposed compliance program and code of conduct contain all required elements to the
28 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
29 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
30 CONTRACTOR shall revise its compliance program and code of conduct to meet
31 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
32 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

33 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
34 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
35 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
36 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
37 related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

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

8 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
9 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
10 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
11 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
12 ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or
13 CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if
14 CONTRACTOR has elected to use its own).

15 2. An Ineligible Person shall be any individual or entity who:
16 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
17 federal and state health care programs; or
18 b. has been convicted of a criminal offense related to the provision of health care items or
19 services and has not been reinstated in the federal and state health care programs after a period of
20 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

11 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
12 Compliance Training available to Covered Individuals.

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

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

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

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

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

26 D. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized
27 Provider Training, where appropriate, available to Covered Individuals.

28 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
29 Individuals relative to this Agreement. This includes compliance with federal and state healthcare
30 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
31 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

5 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

22 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
23 participate in the quality improvement activities developed in the implementation of the Quality
24 Management Program.

25 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
26 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
27 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
28 §1810.410.subds.(c)-(d).

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

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V. CONFIDENTIALITY

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

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

VI. CONFLICT OF INTEREST

13
14
15 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
16 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
17 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
18 goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be
19 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
20 providing or offering gifts, entertainment, payments, loans or other considerations which could be
21 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
22 their duties.

VII. COST REPORT

23
24
25 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period
26 Three, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the
27 period for which they are prepared or termination of this Agreement. CONTRACTOR shall allocate
28 direct and indirect costs to and between programs, cost centers, services, and funding sources in
29 accordance with such requirements and consistent with prudent business practice, which costs and
30 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
31 any time to ADMINISTRATOR upon reasonable notice.

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

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

1 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
2 CONTRACTOR.

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

6 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
7 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
8 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
9 extensions be granted for more than seven (7) calendar days.

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

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

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

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

36 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
37 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim

1 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
2 such payment does not exceed the Maximum Obligation of COUNTY.

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

5
6 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
7 supporting documentation prepared by _____ for the cost report period
8 beginning _____ and ending _____ and that, to the best of my
9 knowledge and belief, costs reimbursed through this Agreement are reasonable and
10 allowable and directly or indirectly related to the services provided and that this Cost
11 Report is a true, correct, and complete statement from the books and records of
12 (provider name) in accordance with applicable instructions, except as noted. I also
13 hereby certify that I have the authority to execute the accompanying Cost Report.

14
15 Signed _____
16 Name _____
17 Title _____
18 Date _____"

19
20 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

26 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
27 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
28 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
29 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
30 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
31 part, without the prior written consent of COUNTY.

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

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

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

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

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

20 6. COUNTY reserves the right to immediately terminate the Agreement in the event
21 COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise
22 unacceptable to COUNTY for the provision of services under the Agreement.

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

28 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
29 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
30 subsequently fails to meet the requirements of this Agreement or any provisions that
31 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
32 by CONTRACTOR.

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

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

37 //

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

4 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
 5 status with respect to name changes that do not require an assignment of the Agreement.
 6 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
 7 to any litigation against COUNTY, or a party to litigation that may reasonably affect the
 8 CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between
 9 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.
 10 While CONTRACTOR will be required to provide this information without prompting from COUNTY
 11 any time there is a change in CONTRACTOR's name, conflict of interest or litigation status,
 12 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
 13 requested by COUNTY.

14 **IX. DISPUTE RESOLUTION**

16 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
 17 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
 18 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
 19 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

20 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
 21 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
 22 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final
 23 decision.

24 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 25 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the
 26 demand a written statement signed by an authorized representative indicating that the demand is made in
 27 good faith, that the supporting data are accurate and complete, and that the amount requested accurately
 28 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

29 B. Pending the final resolution of any dispute arising under, related to, or involving this
 30 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via
 31 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure
 32 to proceed diligently shall be considered a material breach of this Agreement.

33 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
 34 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a
 35 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
 36 a final decision adverse to CONTRACTOR's contentions.

37 //

1 D. This Agreement has been negotiated and executed in the State of California and shall be
 2 governed by and construed under the laws of the State of California. In the event of any legal action to
 3 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
 4 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit
 5 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
 6 Parties specifically agree to waive any and all rights to request that an action be transferred for
 7 adjudication to another county.

8 9 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

19 20 **XI. EQUIPMENT**

21 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 22 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 23 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 24 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
 25 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
 26 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
 27 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
 28 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
 29 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 30 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 31 depreciated according to GAAP.

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

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

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

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

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

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

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

23 24 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

30 31 **XIII. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 35 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
 36 including but not limited to personal injury or property damage, arising from or related to the services,
 37 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
3 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
4 request a jury apportionment.

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

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

21 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
22 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
23 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
24 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
25 Agreement, agrees to all of the following:

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

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

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

35 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
36 this Agreement, the COUNTY may terminate this Agreement.

37 //

1 F. QUALIFIED INSURER

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

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

10 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 11 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 (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence

34 H. REQUIRED COVERAGE FORMS

35 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
 36 substitute form providing liability coverage at least as broad.
 37

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

13 2. The Network Security and Privacy Liability policy shall contain the following
14 endorsements which shall accompany the COI:

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

17 b. A primary and non-contributing endorsement evidencing that the Contractor’s
18 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
19 excess and non-contributing.

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

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

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

30 M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
31 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
32 Certificate of Insurance. *[Only include this provision when Employee Dishonesty Insurance is*
33 *required]). This is primarily used if an “advance” payment is given to the provider. This does not*
34 *apply to provisional payments which are then reconciled to actual costs in the following month]*

35 N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
36 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
37 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a

1 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
2 this Agreement.

3 O. If CONTRACTOR's Professional Liability, and/or Network Security & Privacy Liability are
4 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
5 the completion of the Agreement.

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

8 Q. Insurance certificates should be forwarded to the agency/department address listed on the
9 solicitation.

10 R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
11 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
12 made to the next qualified vendor.

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

17 T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
18 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
19 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
20 this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be
21 entitled to all legal remedies.

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

25 V. SUBMISSION OF INSURANCE DOCUMENTS

26 1. The COI and endorsements shall be provided to COUNTY as follows:
27 a. Prior to the start date of this Agreement.
28 b. No later than the expiration date for each policy.
29 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
30 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

36 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
37 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the

1 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
2 submitted to ADMINISTRATOR.

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

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

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

12 **XIV. INSPECTIONS AND AUDITS**

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

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

27 C. AUDIT RESPONSE

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

33 2. If the audit reveals that money is payable from one Party to the other, that is,
34 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
35 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
36 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
37

1 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
2 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
3 amount not to exceed the reimbursement due COUNTY.

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 **XV. 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.

15 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

16 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
17 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
18 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
19 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
20 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
21 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

32
33 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

1 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
2 and electronic media such as the Internet.

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

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

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

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

20
21 **XVII. MAXIMUM OBLIGATION**

22 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with
23 this Agreement, and the separate Aggregate Maximum Obligations for each period under this
24 Agreement, are as specified in the Referenced Contract Provisions of this Agreement.

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

27
28 **XVIII. MINIMUM WAGE LAWS**

29 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
30 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
31 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
32 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
33 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
34 providing services pursuant to this Agreement be paid no less than the greater of the federal or
35 California Minimum Wage.

36 //

37 //

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

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

8
9 **XIX. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

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

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

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

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

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

37 //

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

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

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

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

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

36 a. COUNTY shall establish a formal resolution and grievance process in the event
 37 grievance is not able to be resolved at point of service.

1 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
2 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
3 request a State Fair Hearing.

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

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

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

20
21 **XX. 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.

37 //

1 Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

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

5
6 **XXI. NOTIFICATION OF DEATH**

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

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

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; notice need only be given during normal business hours.

15 2. WRITTEN NOTIFICATION

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

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

22 c. When notification via encrypted email is not possible or practical CONTRACTOR may
23 hand deliver or fax to a known number said notification.

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

28
29 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

37 //

XXIII. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Agreement. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

XXIV. 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.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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. 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, client, and/or patient records 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.

//

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

4 E. CONTRACTOR shall retain all client and/or patient medical records for seven (7) following
5 discharge of the participant, client and/or patient.

6 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
7 billings, and revenues available at one (1) location within the limits of the County of Orange. If
8 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
9 written approval to CONTRACTOR to maintain records in a single location, identified by
10 CONTRACTOR.

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

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

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

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

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

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

26 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
27 or site visit.

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

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

32 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
33 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or
34 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law
35 or regulation, and copy ADMINISTRATOR on such notifications.

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

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

6
7 **XXV. RESEARCH AND PUBLICATION**

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

11
12 **XXVI. REVENUE**

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

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

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

28
29 **XXVII. SEVERABILITY**

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

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37 //

XXVIII. 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, interns, consultants, subcontractors, and 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.

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

- 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
- 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

XXIX. STATUS OF CONTRACTOR

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

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

7 8 **XXX. TERM**

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

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

18 19 **XXXI. TERMINATION**

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

22 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative
 23 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be
 24 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
 25 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
 26 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
 27 until CAP is resolved and/or the Agreement could be terminated.

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

32 D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
 33 of any of the following events:

- 34 1. The loss by CONTRACTOR of legal capacity.
- 35 2. Cessation of services.
- 36 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 37 another entity without the prior written consent of COUNTY.

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

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

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

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

11 E. CONTINGENT FUNDING

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

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

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

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

21 F. In the event this Agreement is suspended or terminated prior to the completion of the term as
22 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
23 sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the
24 reduced term of the Agreement.

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

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

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

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

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

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

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

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

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

11 9. Provide written notice of termination of services to each Client being served under this
12 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
13 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
14 day period.

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

17
18 **XXXII. THIRD PARTY BENEFICIARY**

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

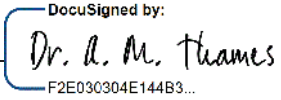
22
23 **XXXIII. WAIVER OF DEFAULT OR BREACH**

24 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
25 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
26 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
27 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
28 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 YELLOWSTONE WOMEN’S FIRST STEP HOUSE, INC.

5
6 BY:  _____ DATED: 4/10/2020
7
8 TITLE: Dr. A. M. Thames

9
10
11 BY: _____ DATED: _____
12
13 TITLE: _____
14
15

16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY
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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 AB 109 RESIDENTIAL TREATMENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 YELLOWSTONE WOMEN’S FIRST STEP HOUSE, INC.
8 JULY 1, 2019 THROUGH JUNE 30, 2022
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

15 2. AB 109 means services for those Clients deemed eligible by Assembly Bill 109, Public
16 Safety Realignment.

17 3. AB 109 Supervision means an offender released from prison to OCPD, or sentenced under
18 AB 109 and is doing their incarceration in jail instead of prison.

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

23 5. CalOMS is a statewide Client-based data collection and outcomes measurement system as
24 required by the State to effectively manage and improve the provision of alcohol and drug treatment
25 services at the State, COUNTY, and provider levels.

26 6. CESI/CEST are self-administered survey instruments designed to assess Clients’
27 motivation for change, engagement in treatment, social and peer support, and other psychosocial
28 indicators of progress in recovery.

29 7. Client means a person who has been admitted for services.

30 8. Co-occurring is when a person has at least one substance use disorder and one mental
31 health disorder that can be diagnosed independently of the other.

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

34 10. Financial Assessment means a method of assessing Clients’ income and allowable expense
35 information in order to determine the appropriate program fees based on a sliding scale.

36 11. Graduation or Client Completion means the completion of the Residential Treatment
37 Services program (recovery) whereby the Client has successfully completed all goals and objectives

1 | documented in the Client’s treatment plan within the maximum authorized length of stay authorized by
2 | ADMINISTRATOR.

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

6 | 13. IRIS is a collection of applications and databases that serve the needs of programs within
7 | HCA and includes functionality such as registration and scheduling, laboratory information system,
8 | invoices and reporting capabilities, compliance with regulatory requirements, electronic medical records
9 | and other relevant applications.

10 | 14. Linkage means connecting Client to ancillary services such as outpatient and/or residential
11 | treatment and supportive services which may include self-help groups, social services, rehabilitation
12 | services, vocational services, job training services, or other appropriate services.

13 | 15. Medication means those medications that are needed to maintain Client’s health, and
14 | without which there could be medical or mental health consequences to the Client.

15 | 16. MAT means the use of Federal Drug Administration approved medications in combination
16 | with behavioral therapies to provide a whole client approach to treating substance use disorders.

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

21 | 18. Resocialization/Re-Entry means applying and continuing treatment activities designed to
22 | assist Clients in working on personal issues, cultivate support systems, and seek and/or obtain
23 | education/vocational and/or volunteer opportunities.

24 | 19. Screening Team means HCA behavioral health staff co-located at Probation. Access for
25 | residential services must include a referral from the Screening Team.

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

29 | 21. Structured Therapeutic Activities means organized program activities that are designed to
30 | meet treatment goals and objectives for increased social responsibility, self-motivation, and integration into
31 | the larger community. Such activities would include participation in the social structure of the residential
32 | program. It also includes the client's progression, with increasing levels of responsibility and independence.

33 | 22. SUD means a condition in which the use of one or more substances leads to a clinically
34 | significant impairment or distress per the DSM-5

35 | 23. Token means the security device which allows an individual user to access IRIS.

36 | //

37 | //

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

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

6
7 **II. GENERAL REQUIREMENTS**

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

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

18 C. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

- 19 1. State Licensure and Certification;
- 20 2. Business License;
- 21 3. Conditional Use Permit (if applicable);
- 22 4. Fire clearance;
- 23 5. Client rights;
- 24 6. Grievance procedure;
- 25 7. Employee Code of Conduct;
- 26 8. Evacuation floor plan;
- 27 9. Equal Employment Opportunity notices;
- 28 10. Name, address, telephone number for fire department, crisis program, local law
29 enforcement, and ambulance service;
- 30 11. List of resources within community which shall include medical, dental, mental health,
31 public health, social services and where to apply for determination of eligibility for State, Federal or
32 county entitlement programs; and
- 33 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

34 D. NO PROSELYTIZING POLICY – CONTRACTOR shall not conduct any proselytizing
35 activities, regardless of funding sources, with respect to any person who has been referred to
36 CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that

37 //

1 the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious
2 creed or cult, denomination or sectarian institution, or religious belief.

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

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

10 G. CLIENT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a resident
11 sign in/out log for all residents, which shall include, but not be limited to, the following:

- 12 1. Client’s schedule for treatment, work, education or other activities;
- 13 2. Location and telephone number where the Client may be reached; and
- 14 3. Requirement for all Clients to notify the program of any change in his/her schedule.

15 H. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor Policy,
16 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be
17 limited to, staff training to deal with neighbor complaints, staff contact information available to
18 neighboring residents and complaint procedures. CONTRACTOR shall also contact city management in
19 each city where Client services are provided to inform them of the nature of the services provided under this
20 Agreement. CONTRACTOR shall work collaboratively with city management to resolve any concerns
21 regarding community relations.

22 I. VISITATION POLICY – CONTRACTOR shall establish a written Visitation Policy, which
23 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
24 following:

- 25 1. Sign in logs;
- 26 2. Visitation hours; and
- 27 3. Designated visiting areas at the Facility.

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

- 31 1. Admission;
- 32 2. Housing arrangement;
- 33 3. Bathroom privacy; and
- 34 4. Drug testing.

35 K. MEDICATION POLICY – CONTRACTOR shall establish a written Medication Policy, which
36 shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to
37 the securing, handling, and administration of medication(s) prescribed to the Client. The policy shall

1 address Medications that are prescribed for substance and mental health disorders and medications
2 disallowed by CONTRACTOR. Clients shall be allowed to have Medications during their stay with the
3 program, and/or to have the ability to get refill(s).

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

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

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

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

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

18 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
19 a. Token of each staff member who no longer supports this Agreement;
20 b. Token of each staff member who no longer requires access to IRIS;
21 c. Token of each staff member who leaves employment of CONTRACTOR; and
22 d. Tokens malfunctioning.

23 5. ADMINISTRATOR will issue Tokens for CONTRACTOR’s staff members who require
24 access to the IRIS upon initial training or as a replacement for malfunctioning Tokens. CONTRACTOR
25 shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

26 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the General
27 Requirements Paragraph of this Exhibit A to the Agreement.

28
29 **III. PAYMENTS**

30 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR monthly, in arrears,
31 at the rate of \$78.00 per bed day without Co-occurring disorders and \$93.00 per bed day with Co-
32 occurring disorders provided, however, that the total of all such payments to CONTRACTOR and all
33 other COUNTY contract providers for all AB 109 Residential Services for substance users shall not
34 exceed COUNTY’s Aggregate Maximum Obligation, as set forth in the Referenced Contract Provisions
35 of the Agreement, and provided further, that CONTRACTOR’s costs are allowable pursuant to
36 applicable COUNTY, federal, and state regulations. Non-compliance will require the completion of
37 CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by

1 ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is
2 ineligible to provide services due to non-compliance with licensure and/or certification standards of the
3 State, County or OCPD, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation
4 proportionate to the length of time that CONTRACTOR is ineligible to provide services. All payments
5 are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph
6 of the Agreement.

7 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears for the
8 services, less revenues that are actually received by CONTRACTOR provided, however, that the total of
9 such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoice shall
10 be on a form approved or supplied by COUNTY and provide such information as is required by
11 ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of the month. Invoices
12 received after the due date may not be paid within the same month. Payments to CONTRACTOR
13 should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly
14 completed invoice.

15 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
16 documentation including, but not limited to, referral from AB 109 screener, ledgers, journals, time
17 sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service
18 provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the
19 monthly billing.

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

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

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

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

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IV. RECORDS

A. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual Client in sufficient detail to permit an evaluation of services, which shall include, but not be limited to:

1. Pre-approved Treatment Referral Form from ADMINISTRATOR for residential treatment services.

2. Treatment plans which shall be documented in the Client’s record within ten (10) calendar days from the date of admission.

3. An admission record which shall include documentation that Residential Treatment Services for substance use disorders are appropriate for the Client. Such documentation shall include a completed ASAM criteria indicating appropriate level of care for Client, and a comprehensive psychosocial assessment related to alcohol and/or other drug use.

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

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

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

V. REPORTS

A. MONTHLY PROGRAMMATIC

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

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

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

4 C. CalOMS – CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission
5 record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a
6 CalOMS discharge record in IRIS within seven (7) calendar days of Client discharge. CONTRACTOR
7 shall run a CalOMS error report and correct any errors within two (2) business days of submitting the
8 CalOMS admission or discharge, and continue to recheck until error free. Per DHCS requirements,
9 CalOMS data submission is required for all participants who are enrolled in the program, including
10 those that are not funded under this agreement.

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

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

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

20
21 **VI. SERVICES**

22 A. FACILITY – CONTRACTOR shall operate licensed and certified substance use disorder
23 residential programs in accordance with the standards established by COUNTY and the State within the
24 specifications stated below, unless otherwise authorized by the ADMINISTRATOR. Facility must
25 acquire ASAM designation from DHCS. Unless otherwise authorized in writing by
26 ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days
27 a week, twenty-four (24) hours per day throughout the year. Services shall be provided at the following
28 location, or at any other location approved in advance, in writing, by ADMINISTRATOR:

- | | | |
|----|-------------------------------------|----------------------|
| 29 | | |
| 30 | 2028 Fullerton Ave., Units A, B & C | 154 East Bay St. |
| 31 | Costa Mesa, CA 92626 | Costa Mesa, CA 92627 |
| 32 | | |
| 33 | 160 East Bay St. | 3132 Boston Way |
| 34 | Costa Mesa, CA 92627 | Costa Mesa, CA 92626 |
| 35 | | |

36 B. PERSONS TO BE SERVED

37 1. CONTRACTOR shall serve persons, age eighteen (18) years or older with substance use

1 disorders who are on AB 109 supervision or at risk of becoming supervised/sentenced under AB 109.
2 Client must meet the ASAM criteria for admission for residential treatment.

3 2. CONTRACTOR shall only provide services, under the Agreement, to those Clients referred
4 by ADMINISTRATOR. At its sole discretion, ADMINISTRATOR shall make referrals as needed to
5 meet the requirements of the substance use disorder treatment program, and CONTRACTOR shall
6 accept all said referrals in accordance with its treatment capacity.

7 3. Co-occurring disorder referrals will be identified by ADMINISTRATOR based on
8 psychiatric evaluation conducted by ADMINISTRATOR or Community Psychiatrist.

9 C. ADMISSIONS

10 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
11 with the program's rules and regulations. Said persons shall include persons with a concurrent diagnosis
12 of mental illness, i.e., those identified as having a Co-occurring diagnosis. Persons with Co-occurring
13 disorders who require prescribed Medication shall not be precluded from acceptance or admission solely
14 based on their licit use of prescribed Medications. This shall include clients receiving MAT.

15 2. CONTRACTOR shall have a policy that requires a Client who shows signs of any
16 communicable disease or through medical disclosure during the intake process admits to a health related
17 problem that would put others at risk, to be cleared medically before services are provided.

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

21 4. CONTRACTOR shall notify ADMINISTRATOR's Residential Placement Coordinator,
22 AB 109 Screening Team and OCPD upon admission of the AB 109 Clients into program within twenty-
23 four (24) hours of admission.

24 D. SERVICES

25 1. CONTRACTOR shall provide to Clients an alcohol and drug-free residential treatment
26 program which addresses individualized treatment needs and length of stay. Program completion shall
27 be based on achievement of specific goals and outcomes. Length of stay shall not exceed ninety (90)
28 calendar days without prior approval in writing by ADMINISTRATOR.

29 2. Co-occurring Disorders – CONTRACTOR shall provide rehabilitative and recovery
30 services to Clients with Co-occurring disorders and ensure that such services address the relationship
31 between the two diagnoses throughout treatment.

32 3. Each Client shall be restricted to the premises of the facilities listed within the Agreement
33 for a minimum of fourteen (14) calendar days of the program, and CONTRACTOR shall not encourage
34 Clients to seek employment opportunities during this time. Exceptions for restriction to the premises
35 shall be allowed for medical, outside meetings, mental health/substance use appointments and/or
36 emergencies. Uninsured Clients shall be provided assistance in securing Affordable Health Care

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1 benefits. CONTRACTOR shall discharge Clients who are away from the facility for more than three (3)
2 calendar days, unless authorized by ADMINISTRATOR.

3 4. Residential Treatment program shall consist of the following:

4 a. Screening – Appropriateness for services shall be assessed through use of the ASAM
5 criteria. A copy of the ASAM criteria shall be kept in the file. CONTRACTOR shall not admit any
6 Client with outstanding warrants. Staff shall review OC Sheriff Department website for any warrants in
7 Orange County, prior to admission.

8 b. Program Orientation – During the first seventy-two (72) hours of a Client’s admission
9 into the Program, CONTRACTOR shall provide an overview of the program. The Program Orientation
10 shall include, but not be limited to:

- 11 1) Overview of Program structure and schedules;
- 12 2) Program rules and regulations;
- 13 3) Policies regarding Client fees;
- 14 4) Client rights;
- 15 5) Assignment of a counselor;
- 16 6) Staff Code of Conduct; and
- 17 7) Continuing Care services.

18 c. Assessment – Within seven (7) calendar days of admission, CONTRACTOR shall
19 provide a standardized, comprehensive risk and needs assessment on each Client which assesses both
20 alcohol/drug abuse history, previous treatment, physical and mental health history, criminal history and
21 legal status, employment history, education, and social, economic, and family history. Assessment tools
22 shall meet best practice standards and may include Addiction Severity Index, CalOMS or other
23 assessment tools that are approved by ADMINISTRATOR and completed and signed by staff.

24 d. CESI/CEST – CONTRACTOR shall have all Clients complete the CESI at the time of
25 intake. The CEST shall be completed at mid-point and at completion, with information incorporated in
26 the formulation of the treatment plan.

27 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by
28 designated Clients. This includes, but is not limited to, ensuring surveys contain provider number,
29 Client ID number, responses to all psychosocial questions, along with other important Client and
30 CONTRACTOR information, and fields filled and/or marked appropriately.

31 2) CONTRACTOR shall photocopy the CESI and CEST surveys, place them in
32 Client files, and submit the originals to ADMINISTRATOR once a month, by the tenth (10th) calendar
33 day of each month.

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

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1 e. Treatment plan – CONTRACTOR shall develop an individualized treatment plan with
 2 each Client within ten (10) calendar days of admission. The Client-centered treatment plan shall be
 3 based upon the Client’s needs identified in the assessment process and shall include goals and objectives
 4 with specific measurable tasks outlining what the Client is to complete. The Treatment plan shall
 5 include the following:

- 6 1). Statement of problems experienced by the client to be addressed.
- 7 2) Statement of objectives to be reached that address each problem.
- 8 3) Statement of actions that will be taken by the program/ and or client to accomplish
- 9 the identified objectives;
- 10 4) Target dates for accomplishment of actions and objectives.

11 Clients’ treatment plan shall clearly outline the expectations, responsibilities and steps taken to
 12 successfully earn Resocialization/Re-Entry privileges. Every fourteen (14) calendar days,
 13 CONTRACTOR shall review with the Client, and document in the progress notes, the Client’s progress
 14 on the treatment plan. CONTRACTOR shall update the treatment plan no later than ninety (90) calendar
 15 days after signing the initial treatment plan, and when there is a change in problem identification or
 16 focus of treatment.

17 f. Structured Therapeutic Activities – Residential Treatment Services shall consist of a
 18 minimum of twenty (20) hours of structured therapeutic activity per week. Therapeutic activities shall
 19 utilize best practices and evidence-based approaches, including but not limited to, Cognitive Behavioral
 20 Therapy and Motivational Interviewing. A minimum of fourteen (14) hours of Structured Therapeutic
 21 activity per week shall be comprised of the following:

- 22 1) Individual Counseling – CONTRACTOR shall provide individual counseling to
- 23 Clients.
- 24 2) Group Counseling – CONTRACTOR shall provide counseling and intervention
- 25 within a group setting to Clients. Group interventions and activities may include, but are not limited to
- 26 process groups, seminars and educational groups, house and community group meetings, and practical
- 27 life and social skills.
- 28 3) Self Help Meetings – CONTRACTOR shall provide access and exposure to on-site
- 29 and off-site self-help support meetings, non-spiritual and spiritual, such as Alcohol Anonymous,
- 30 Narcotics Anonymous, and Smart Recovery. At least two different self-help meetings shall be provided
- 31 on site. For example, if a Big Book (AA) study is offered, then a Basic Text (NA) study must also be
- 32 offered. If NA or AA meetings are primarily offered on-site, clients should also be given the
- 33 opportunity, if possible, to attend NA or AA meetings off-site on those days. CONTRACTOR shall
- 34 ensure that various self-help reading materials are provided on-site and easily accessible to Clients.
- 35 4) The remaining six (6) hours of Structured Therapeutic Activities may be comprised
- 36 of organized program activities that are designed to meet treatment goals and objectives for increased

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1 social responsibility, self-motivation, and integration into the larger community including, but not
2 limited to, chores, house meetings, and structured recreational activities.

3 g. Resocialization/Re-Entry:

4 1) During Resocialization/Re-Entry, CONTRACTOR shall obtain documentation
5 from Clients regarding efforts to obtain employment.

6 2) As part of the Resocialization/Re-Entry process, CONTRACTOR staff shall
7 finalize exit plans with the Client.

8 3) If Client is not in the resocialization process by forty-five (45) calendar days after
9 the date of admission, CONTRACTOR shall document reason why not and specify objective(s) needed
10 to be accomplished to be involved in the resocialization process.

11 h. Case Management – CONTRACTOR shall provide Case Management services by
12 contacting outside agencies and making referrals for services outside the scope of comprehensive
13 substance abuse services as identified in the Client’s recovery. Such concomitant services include
14 academic education, vocational training, medical and dental treatment, pre and post counseling and
15 testing for infectious diseases, legal assistance, job-search assistance, financial assistance, childcare, and
16 self-help programs such as twelve (12) – step programs. Said linkages, referrals and follow-up are to be
17 documented in the Client file.

18 i. Successful Completion – CONTRACTOR shall consider all Clients to be graduated
19 upon completion of all their treatment plan goals.

20 j. Transition/Exit Planning – CONTRACTOR shall begin discharge planning
21 immediately after enrollment. CONTRACTOR shall develop a formal exit plan with the Client no later
22 than fourteen (14) calendar days prior to Client’s successful completion of the program. The exit plan
23 shall be completed and signed by CONTRACTOR staff and Client. The exit plan shall be documented
24 in the Client’s chart and shall:

25 1) Include a plan to assist the Client in maintaining a continued alcohol and drug free
26 lifestyle;

27 2) Address goals on the treatment plan; and

28 3) Include referrals to appropriate resources such as outpatient treatment, self-help
29 groups, alumni groups, recovery maintenance services, social services, vocational rehabilitation, job
30 training, and /or other services as needed.

31 k. Discharge Summary – CONTRACTOR shall develop written procedures regarding
32 Client discharge. Written criteria for the discharge summary shall be completed within seven (7)
33 calendar days of discharge and shall include:

34 1) Reason for discharge, including whether the discharge was voluntary or
35 involuntary and whether the client successfully completed the program;

36 2) Description of treatment episodes or recovery services;

37 3) Current alcohol and/or drug usage at discharge;

- 4) Vocational and educational achievements;
- 5) Legal status;
- 6) Linkages and referrals made; and
- 7) Client’s comments.

1. Follow-ups – CONTRACTOR shall conduct follow-ups with Clients after discharge at intervals designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions to CONTRACTOR for follow up. CONTRACTOR shall track data on client functioning which at minimum shall include current substance use

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

n. Support Services – CONTRACTOR shall provide housekeeping, which may be done by Clients; laundry access; and maintenance.

o. Care Coordination:

1) CONTRACTOR shall maintain contact with OCPD regarding treatment progress, barriers to progress, and exit planning.

2) CONTRACTOR shall construct a plan for continuing care which shall be fully documented in the Client's exit plan.

3) CONTRACTOR shall make every effort to notify the OCPD of any Client's behavior patterns which may lead to an involuntary discharge so that OCPD may attempt to influence the Client to improve treatment efforts. CONTRACTOR shall have final authority to discharge. In those instances requiring immediate action, CONTRACTOR is not bound to give advance notice to OCPD.

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

q. Health, Medical, Psychiatric and Emergency Services – CONTRACTOR shall ensure that all persons admitted for residential treatment services have a health questionnaire completed using form DHCS 5103, or may develop their own form provided it contains, at a minimum, the information requested in the DHCS 5103 form:

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

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

b) A copy of the questionnaire shall be filed in the Client's record.

1 2) CONTRACTOR shall, based on information provided by Client on the health
2 questionnaire form, refer Client to licensed medical professionals for physical and laboratory
3 examinations as appropriate.

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

6 b) A copy of the referral and clearance shall be filed in the Client's file.

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

9 d) The programs shall have written procedures for obtaining medical or
10 psychiatric evaluation and emergency and non-emergency services.

11 e) The programs shall post the name, address, and telephone number for the fire
12 department, a crisis program, local law enforcement, and ambulance service.

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

16 (1) Counseling with respect to TB;

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

19 (3) Provision for, or referral of, infected Clients for medical evaluation,
20 treatment and clearance. CONTRACTOR shall ensure that a TB-infected Client is medically cleared
21 prior to commencing treatment.

22 r. Transportation Services:

23 1) Emergency Medical Transportation – COUNTY shall only pay for medical
24 ambulance or medical van transportation to and from designated residential substance use disorder
25 treatment programs or health facilities through the COUNTY's Medical Transportation Agreement
26 under the following conditions:

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

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

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

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

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

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

14 E. ALCOHOL AND/OR DRUG SCREENING

15 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
16 screening that includes random drug and/or alcohol screening at a minimum of two (2) times per month.
17 All urine specimen collections shall be observed by same sex staff. This policy shall be approved by
18 ADMINISTRATOR. A Client shall not be denied admittance to treatment for a positive alcohol and/or
19 drug screen at admission if they meet all other criteria for admission. CONTRACTOR shall:

- 20 a. Establish procedures that protect against the falsification and/or contamination of any
- 21 body specimen sample collected for drug screening;
- 22 b. Assure that all urine specimen collections shall be observed by same sex staff; and
- 23 c. Document results of the drug screening in the Client's record.

24 2. Contractor shall utilize drug testing supplies provided by ADMINISTRATOR.
25 ADMINISTRATOR shall supply CONTRACTOR with the following drug testing laboratory
26 information:

- 27 a. A list of all approved COUNTY drug testing laboratories;
- 28 b. A list of all approved drug screening tests; and
- 29 c. The procedure for submitting tests to drug testing laboratories.

30 If CONTRACTOR decides that confirmation testing is required, CONTRACTOR shall send the drug
31 screening test to a COUNTY approved drug testing laboratory. Unless approved in advance by
32 ADMINISTRATOR, CONTRACTOR shall be financially responsible for any drug tests submitted to
33 drug testing laboratories other than those approved by COUNTY, or for any drug screening tests not
34 found on the list of approved drug screening tests.

35 3. In the event that any Client of CONTRACTOR receives a drug test result indicating any
36 substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall
37 be documented in the Client record. CONTRACTOR shall notify OCPD as soon as possible but no later

1 than one (1) business day, and notify ADMINISTRATOR within two (2) business days of receipt of
2 such test results via incident report and the corrective action to be taken by the Resident or Client if the
3 Client is allowed to remain in the program.

4 F. PERFORMANCE OUTCOMES

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

10 2. Performance Outcome Objectives:

11 a. Objective 1 – CONTRACTOR shall provide effective residential substance abuse
12 assessment, treatment, and counseling to Clients with identified substance use disorder as measured by
13 Retention and Completion Rates.

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

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

20 3) Upon successful completion of treatment, seventy-five percent (75%) of Clients
21 will report at thirty (30) calendar days that their life is more manageable than it was when they entered
22 treatment.

23 b. Objective 2 – CEST scores at midpoint and completion will be higher than national
24 norms in perceived social support, peer support, counseling rapport, and treatment participation. CEST
25 scores for treatment readiness and desire for help will exceed national norms and will be equal to or
26 higher than CESI scores at intake.

27 c. Objective 3 – CONTRACTOR shall provide effective residential substance treatment
28 services to Clients with identified substance use disorder as measured by Client surveys.

29 1) Eight-five percent (85%) of Clients who complete satisfaction survey will agree or
30 strongly agree that they are “overall satisfied with the services received”.

31 2) Eight-five percent (85%) of Clients surveyed will agree or strongly agree that they
32 would recommend the program to someone they know.

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

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VII. STAFFING

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2 A. CONTRACTOR shall provide staffing levels and qualifications appropriate to meet the needs
3 of the Clients, including twenty-four (24) hour supervision with at least one (1) staff member on-site at
4 all times. Co-ed residential programs shall require twenty-four (24)-hour awake supervision.

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

7 C. STAFF CERTIFICATION – SUD treatment staff shall meet the requirements of the DHCS
8 Counselor Certification Standards for California. All staff providing treatment services shall be
9 registered, licensed and/or certified in accordance with state requirements and professional guidelines as
10 applicable. At minimum, one (1) licensed clinician must be hired full time to provide counseling
11 services. Co-occurring Clients must be part of licensed staff caseload. The licensed clinician shall
12 provide group counseling services, and provide supervision to non-licensed counseling staff.

13 D. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with
14 volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing
15 services pursuant to this Agreement, interns shall be Master's Candidates in Counseling or Social Work
16 or have a Bachelor's Degree in a related field or be participating in any state recognized counselor
17 certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each
18 ten (10) hours of work by interns or consistent with school or licensing Board requirements.
19 CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions
20 or work contracts. Volunteer or student intern services may not comprise more than twenty percent
21 (20%) of the services provided, unless approved in advance by ADMINISTRATOR.

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

31 F. STAFF/VOLUNTEER/INTERN SCREENING – CONTRACTOR shall provide pre-
32 employment "live scan" screening of any staff person providing services pursuant to this Agreement.
33 All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check
34 prior to employment. All staff shall be subject to sanction screening as referenced in the Compliance
35 paragraph on a bi-annual basis. All staff shall also be screened by Megan's Law, OC Courts and OC
36 Sheriff's Department on an annual basis. The results of the fingerprint checks will be sent directly from
37 the Department of Justice to CONTRACTOR. Results must remain in staff file.

- 1 1. All staff/volunteers/interns, prior to starting services, shall meet the following requirements:
- 2 a. No person shall have been convicted of a sex offense for which the person is required
- 3 to register as a sex offender under PC section 290;
- 4 b. No person shall have been convicted of an arson offense – Violation of PC sections
- 5 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;
- 6 c. No person shall have been convicted of any violent felony as defined in PC
- 7 section 667.5, which involves doing bodily harm to another person, for which the staff member was
- 8 convicted within five (5) years prior to employment;
- 9 d. No person shall be on parole or probation;
- 10 e. No person shall participate in the criminal activities of a criminal street gang and/or
- 11 prison gang; and
- 12 f. No person shall have prior employment history of improper conduct, including but not
- 13 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
- 14 inappropriate behavior with staff or residents at another treatment Facility.

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

18 G. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff
 19 training shall be documented and maintained as part of the training plan.

20 1. CONTRACTOR shall ensure that within the first six (6) months of employment, all
 21 program staff, including administrator, volunteers and interns having direct contact with Clients shall
 22 complete training on:

- 23 a. infectious disease recognition;
- 24 b. crisis intervention; and
- 25 c. recognizing physical and psychiatric symptoms that require appropriate referrals to
- 26 other agencies.

27 2. CONTRACTOR shall ensure that on an annual basis, all program staff including
 28 administrator, volunteers and interns having direct contact with Clients shall complete:

- 29 a. County Annual Provider Training;
- 30 b. County Annual Compliance Training;
- 31 c. Training on topics related to alcohol and drug use; and
- 32 d. Minimum one hour training in cultural competence.

33 H. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for
 34 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

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

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1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 AB 109 RESIDENTIAL TREATMENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 YELLOWSTONE WOMEN’S FIRST STEP HOUSE, INC.
8 JULY 1, 2019 THROUGH JUNE 30, 2022
9

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

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

13 A. DEFINITIONS

14 1. “Security incident” shall mean unauthorized use, disclosure and/or acquisition of electronic
15 and/or computerized personal information that compromises the security, confidentiality, or integrity of
16 personal information maintained by CONTRACTOR in connection with this Agreement.
17 “Compromises the security, confidentiality, or integrity” shall include, but not limited to, modification
18 and/or destruction of personal information, as well as disabling interference with system operations in
19 an information system that processes, maintains or stores personal information. Good faith acquisition
20 of personal information by an employee or agent of the CONTRACTOR for legitimate business
21 purposes of the CONTRACTOR is not a breach of the security of the system, provided that the personal
22 information is not used or subject to further unauthorized disclosure.

23 2. “Personal information” shall mean either of the following:

24 a. An individual’s first name or first initial and last name in combination with any one or
25 more of the following data elements, when either the name or the data elements are not encrypted:

- 26 1) Social security number.
- 27 2) Driver’s license number or California identification card number.
- 28 3) Account number or credit or debit card number, in combination with any required
29 security code, access code, or password that would permit access to an individual's financial account.
- 30 4) Medical information.
- 31 5) Health insurance information.
- 32 6) Information or data collected through the use or operation of an automated license
33 plate recognition system, as defined in Section 1798.90.5.

34 b. A user name or email address, in combination with a password or security question and
35 answer that would permit access to an online account.

36 c. “Personal information” does not include publicly available information that is lawfully
37 made available to the general public from federal, state, or local government records.

1 3. "Medical information" means any information regarding an individual's medical history,
2 mental or physical condition, or medical treatment or diagnosis by a health care professional, including
3 the CONTRACTOR.

4 4. "Health Insurance information" shall mean an individual's health insurance policy number
5 or subscriber identification number, any unique identifier used by a health insurer to identify the
6 individual, or any information in an individual's application and claims history, including any appeals
7 records.

8 5. "Encrypted" shall mean rendered unusable, unreadable, or indecipherable to an
9 unauthorized person through a security technology or methodology generally accepted in the field of
10 information security.

11 B. REQUIREMENTS

12 1. CONTRACTOR may use or disclose personal information regarding this Agreement only
13 for the purpose of performing the functions, activities, and/or services that are set forth in this
14 Agreement.

15 2. CONTRACTOR shall implement appropriate and reasonable administrative, technical, and
16 physical safeguards in order to effectively prevent a security incident. This includes developing,
17 maintaining and applying a written personal information privacy and security policy that is designed to
18 effectively prevent a security incident of personal information regarding this Agreement, and includes
19 specific administrative, technical and physical safeguards that are appropriate to the size and complexity
20 of CONTRACTOR's operations and the nature and scope of its activities, which incorporate, at a
21 minimum, the following requirements:

22 (a) The personal information and privacy policy is in compliance with the standards set
23 forth in HIPAA and its implementing regulations at 45 C.F.R. Parts 160 and 164.

24 (b) The personal information and privacy policy provides a level and scope of security that
25 is at least comparable to the level and scope of security established by the OMB in OMB Circular No.
26 A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines
27 for automated information systems in Federal agencies.

28 (c) CONTRACTOR's personal information privacy and security policy shall include a
29 mechanism for the discovery of any security incident in connection with personal information regarding
30 this Agreement.

31 (d) To the extent CONTRACTOR is a covered entity under HIPAA and its implementing
32 regulations, CONTRACTOR's personal information privacy and security policy shall meet all
33 requirements as set forth in HIPAA and its implementing regulations.

34 3. CONTRACTOR shall ensure that any of CONTRACTOR's agents or subcontractors who
35 perform any functions and/or services pursuant to this Agreement agree and adhere to the same
36 requirements set forth in this Exhibit.

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1 4. CONTRACTOR shall provide a copy of its personal information privacy and security
2 policy to COUNTY upon request by COUNTY.

3 5. To the extent CONTRACTOR reasonably believes or has reason to believe that a security
4 incident has occurred in connection with any personal information regarding this Agreement,
5 CONTRACTOR shall mitigate, to the extent practicable, any actual and/or potential harmful effect that
6 are reasonably known to CONTRACTOR in connection with such personal information.
7 CONTRACTOR shall provide evidence of such mitigation efforts to COUNTY upon request by
8 COUNTY.

9 7. CONTRACTOR shall make personal information regarding this Agreement available to
10 COUNTY for purpose of payment by COUNTY for the function, activities and/or services
11 CONTRACTOR has agreed to provide under this Agreement, for purpose of payment-related oversight,
12 audit and inspection by COUNTY, and/or for purpose of COUNTY's response to a request for such
13 personal information by a health oversight agency as specified in 45 C.F.R § 164.512(d).

14 8. CONTRACTOR shall provide a notification, no later than three (3) business days, of any
15 security incident to COUNTY upon discovery of the security incident, providing specific information
16 about the nature and extent of the security incident.

17 9. CONTRACTOR shall designate an individual to implement and oversee the
18 implementation of CONTRACTOR's personal information privacy and security policy, and who shall
19 be responsible for carrying out the requirements set forth in this Exhibit and for communicating with
20 COUNTY any matter related to this Exhibit.

21 C. The requirements set forth in this Exhibit are material to this Agreement, and
22 CONTRACTOR's failure to comply with any of its provisions shall constitute ground for breach of this
23 Agreement by CONTRACTOR and reason for termination of this Agreement for cause by COUNTY.

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