

AGREEMENT FOR PROVISION OF  
PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND

~~SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.~~

«UC\_NAME» «UC\_DBA»

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

THIS AGREEMENT entered into this 1st day of July ~~2012~~2013, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and ~~SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC., a California nonprofit corporation~~ «UC\_NAME» «UC\_DBA», a «CORP\_STAT» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Perinatal Residential Substance Use Disorder Treatment Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**CONTENTS**

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<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions .....	4
I. Acronyms .....	6
II. Alteration of Terms .....	8
III. Assignment of Debts.....	8
IV. Compliance .....	8
V. Confidentiality.....	12
VI. Cost Report.....	13
VII. Debarment and Suspension Certification .....	15
VIII. Delegation, Assignment and Subcontracts.....	16
IX. Employee Eligibility Verification .....	18
X. Equipment .....	18
XI. Facilities, Payments and Services.....	19
XII. Indemnification and Insurance .....	19
XIII. Inspections and Audits.....	23
XIV. Licenses and Laws .....	24
XV. Literature and Advertisements.....	27
XVI. Maximum Obligation.....	27
XVII. Nondiscrimination.....	27
XVIII. Notices.....	29
XIX. Notification of Death .....	30
XX. Notification of Public Events and Meetings .....	31
XXI. Records Management and Maintenance .....	31
XXII. Revenue .....	33
XXIII. Severability.....	33
XXIV. Special Provisions .....	33
XXV. Status of Contractor .....	35
XXVI. Term .....	35
XXVII. Termination .....	36
XXVIII. Third Party Beneficiary .....	37
XXIX. Waiver of Default or Breach.....	37
Signature Page.....	38

//

**CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
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<b><u>EXHIBIT A</u></b>	<b><u>PAGE</u></b>
I. <u>.....Common Terms and Definitions</u> 1	
II. Budget .....	3
III. Payments .....	4
IV. Records .....	6
V. Reports.....	7
VI. Services .....	8
VII. Staffing .....	22

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**EXHIBIT B**

I. Business Associate Contract..... 1

**EXHIBIT C**

I. Personal Information Privacy and Security Contract..... 1

**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2012~~2014 through June 30, ~~2014~~2016  
 Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015  
 Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

<b>Aggregate Maximum Obligation:</b>	_____		
	Period One	<b>Period Two</b>	<b>Total</b>
<del>Heritage House Non Medi-Cal</del>	<del>\$ 687,490</del>	<del>\$ 687,490</del>	<del>\$1,374,980</del>
<del>Heritage House North</del>	<del>697,427</del>	<del>697,427</del>	<del>1,394,854</del>
<b>Total Maximum Obligation:</b>		\$1,384,917	<del>\$</del>

1 Period Two Maximum Obligation: 1,384,917  
2 TOTAL AGGREGATE MAXIMUM OBLIGATION: \$2,769,834

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4 **Basis for Reimbursement:** Actual Cost

5  
6 **Payment Method:** Actual Cost

7  
8 **Notices to COUNTY and CONTRACTOR:**

9 COUNTY: County of Orange  
10 Health Care Agency  
11 Contract Development and Management  
12 405 West 5th Street, Suite 600  
13 Santa Ana, CA 92701-4637

14 **CONTRACTOR:** ~~Executive Director~~ «LC\_NAME»«LC\_DBA»  
15 ~~Southern California Alcohol and Drug Programs, Inc.~~  
16 ~~11500 Paramount Boulevard~~  
17 ~~Downey, CA 90241~~

18  
19 **CONTRACTOR's Insurance Coverages:**

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

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**I. ACRONYMS**

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

- A. ADP \_\_\_\_\_ Alcohol and Drug Program
- B. AES \_\_\_\_\_ Advanced Encryption Standard
- C. ARRA \_\_\_\_\_ American Recovery and Reinvestment Act
- D. ~~C.~~ ASI \_\_\_\_\_ Addiction Severity Index
- E. ~~D.~~ ASRS \_\_\_\_\_ Alcohol and Drug Programs Reporting System
- F. BCP \_\_\_\_\_ Business Continuity Plan
- H. ~~E.~~ BJA \_\_\_\_\_ Bureau of Justice Administration
- I. ~~F.~~ CAF \_\_\_\_\_ Client Admit Form
- ~~G.~~ J. CalOMS \_\_\_\_\_ California Outcomes Measurement System
- K. ~~H.~~ CAP \_\_\_\_\_ Corrective Action Plan
- L. ~~I.~~ CCC \_\_\_\_\_ California Civil Code
- M. ~~J.~~ CCR \_\_\_\_\_ California Code of Regulations
- N. ~~K.~~ CDC \_\_\_\_\_ California Department of Corrections
- O. ~~L.~~ CDCI \_\_\_\_\_ Comprehensive Drug Court Implementation
- P. CD/DVD \_\_\_\_\_ Compact Disc/Digital Video or Versatile Disc
- Q. ~~M.~~ CESI \_\_\_\_\_ Client Evaluation of Self at Intake
- R. ~~N.~~ CEST \_\_\_\_\_ Client Evaluation of Self and Treatment
- S. ~~O.~~ CFR \_\_\_\_\_ Code of Federal Regulations

<u>1</u>	<del>P.</del>	T.	CHHS	California Health and Human Services Agency
<u>2</u>	U.	CHPP		COUNTY HIPAA Policies and Procedures
<u>3</u>	V.	<del>Q.</del>	CHS	Correctional Health Services
<u>4</u>	W.	CIPA		California Information Practices Act
<u>5</u>	X.	<del>R.</del>	CIW	California Institute for Women
<u>6</u>	Y.	CMPPA		Computer Matching and Privacy Protection Act
<u>7</u>	Z.	<del>S.</del>	DATAR	Drug Abuse Treatment Access Report
<u>8</u>	AA.	<del>T.</del>	D/MC	Drug/Medi-Cal
<u>9</u>	AB.	<del>U.</del>	DHCS	Department of Health Care Services
<u>10</u>	AC.	DoD		US Department of Defense
<u>11</u>	AD.	<del>V.</del>	DPFS	Drug Program Fiscal Systems
<u>12</u>	AE	DRP		Disaster Recovery Plan
<u>13</u>	AF.	<del>W.</del>	DRS	Designated Record Set
<u>14</u>	AG.	EHR		Electronic Health Records
<u>15</u>	AH.	E-Mail		Electronic Mail
<u>16</u>	AI.	FIPS		Federal Information Processing Standards
<u>17</u>	AJ.	<del>X.</del>	FOTP	Female Offender Treatment Program
<u>18</u>	AK.	<del>Y.</del>	FTE	Full Time Equivalent
<u>19</u>	AL.	<del>Z.</del>	HCA	Health Care Agency
<u>20</u>	AM.	<del>AA.</del>	HHS	Health and Human Services
<u>21</u>	AN.	<del>AB.</del>	HIPAA	Health Insurance Portability and Accountability Act
<u>22</u>	AO.	<del>AC.</del>	HIV	Human Immunodeficiency Virus
<u>23</u>	AP.	<del>AD.</del>	HSC	California Health and Safety Code
<u>24</u>	<del>AE.</del>	AQ.	ID	Identification
<u>25</u>	AR.	IEA		Information Exchange Agreement
<u>26</u>	AS.	IRIS		Integrated Records and Information System
<u>27</u>	AT.	<del>AF.</del>	MHP	Mental Health Plan
<u>28</u>	AU.	<del>AG.</del>	NIATx	Network for Improvement for Addiction Treatment Model
<u>29</u>	AV.	NIST		National Institute of Standards and Technology
<u>30</u>	AW.	<del>AH.</del>	OCJS	Orange County Jail System
<u>31</u>	AX.	<del>AI.</del>	OCPD	Orange County Probation Department
<u>32</u>	AY.	<del>AJ.</del>	OCR	Office for Civil Rights
<u>33</u>	AZ.	<del>AK.</del>	OCSD	Orange County Sheriff's Department
<u>34</u>	BA.	<del>AL.</del>	OIG	Office of Inspector General
<u>35</u>	BB.	<del>AM.</del>	OMB	Office of Management and Budget
<u>36</u>	BC.	<del>AN.</del>	OPM	Federal Office of Personnel Management
<u>37</u>	BD.	<del>AO.</del>	PADSS	Payment Application Data Security Standard

<u>1</u>	BE.	<del>AP.</del>	PC		State of California Penal Code
<u>2</u>	BF.	<del>AQ.</del>	PCI DSS		Payment Card Industry Data Security Standard
<u>3</u>	BG.	<del>AR.</del>	PHI		Protected Health Information
<u>4</u>	BH.		PI		Personal Information
<u>5</u>	BI.	<del>AS.</del>	PII		Personally Identifiable Information
<u>6</u>	BJ.	<del>AT.</del>	PRA		Public Record Act
<u>7</u>	BK.	<del>AU.</del>	PSN		Parole Services Network
<u>8</u>	BL.	<del>AV.</del>	SSI		Supplemental Security Income
<u>9</u>	BM.	<del>AW.</del>	TB		Tuberculosis
<u>10</u>	BN.		The HITECH Act		The Health Information Technology for Economic and Clinical Health
<u>11</u>					Act, Public Law 111-005
<u>12</u>	BO.	<del>AX.</del>	USC		United States Code
<u>13</u>	<del>AY.</del>		BP.	WIC	State of California Welfare and Institutions Code

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**II. ALTERATION OF TERMS**

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

**III. ASSIGNMENT OF DEBTS**

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

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**IV. COMPLIANCE**

A. COMPLIANCE PROGRAM – ADMINISTRATOR has established a Compliance Program for



1 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
2 programs.

3 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant  
4 policies and procedures relating to ADMINISTRATOR's Compliance Program.

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

13 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or  
14 establish its own, provided CONTRACTOR's Compliance Program has been verified to include all  
15 required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4.,  
16 A.5., A.6., and A.7. below.

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

20 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's  
21 Compliance Program contains all required elements. CONTRACTOR shall take necessary action to  
22 meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's  
23 Compliance Program if the CONTRACTOR's Compliance Program does not contain all required  
24 elements.

25 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
26 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure  
27 that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's  
28 Compliance Program and related policies and procedures.

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

33 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
34 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible  
35 Persons, as defined hereunder. Screening shall be conducted against the General Services  
36 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG  
37 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction CONTRACTOR for services provided by ineligible person or individual.

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

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

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1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;

1 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
2 representative to complete all Compliance Trainings when offered.

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

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

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

9 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence  
10 by ADMINISTRATOR’s employees and contract providers.

11 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
12 ADMINISTRATOR’s Code of Conduct.

13 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
14 made aware of ADMINISTRATOR’s Code of Conduct.

15 3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or  
16 establish its own provided CONTRACTOR’s Code of Conduct has been approved by  
17 ADMINISTRATOR’s Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and  
18 D.8. below.

19 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its  
20 Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

21 //

22 5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of  
23 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be  
24 asked to acknowledge and agree to the ADMINISTRATOR’s Code of Conduct.

25 6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR,  
26 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
27 CONTRACTOR’s Code of Conduct.

28 7. If CONTRACTOR elects to adhere to ADMINISTRATOR’s Code of Conduct then  
29 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that  
30 CONTRACTOR shall comply with ADMINISTRATOR’s Code of Conduct.

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

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

36 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
37 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner

1 and are consistent with federal, state and county laws and regulations. This includes compliance with  
2 federal and state health care program regulations and procedures or instructions otherwise  
3 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their  
4 agents.

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

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

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

13  
14 **V. CONFIDENTIALITY**

15 [rg7] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
16 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
17 regulations, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter  
18 be amended or changed.

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

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

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

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

1 #  
2 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work  
3 week, of any suspected or actual breach of computer system security, if the security breach would  
4 require notification under CCC §1798.82.  
5

6 **VI. COST REPORT**

7 A. CONTRACTOR shall submit ~~a separate Cost Report~~ Reports for Period One and Period Two, or  
8 for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for  
9 which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost  
10 Report in accordance with all applicable federal, state and county requirements, generally accepted  
11 accounting principles and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall  
12 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in  
13 accordance with such requirements and consistent with prudent business practice, which costs and  
14 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at  
15 any time to ADMINISTRATOR upon reasonable notice.

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

19 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each  
20 business day after the above specified due date that the accurate and complete Cost Report is not  
21 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late  
22 ~~//~~  
23 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
24 CONTRACTOR.

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

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

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

36 B. The individual and/or consolidated Cost Report prepared for each period shall be the final  
37 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis

1 for final settlement to CONTRACTOR ~~for that period.~~ CONTRACTOR shall document that costs are  
2 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The  
3 Cost Report shall be the final financial record for subsequent audits, if any.

4 #

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

14 D. Costs of Medi-Cal services shall not exceed the D/MC rate caps per Medi-Cal Unit of Service,  
15 as determined by the California State Department of Alcohol and Drug Programs.

16 E. Any unanticipated revenue received on behalf of persons receiving services under this  
17 Agreement shall be used by CONTRACTOR for the provision of additional services.

18 F. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
19 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim  
20 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
21 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
22 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days

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24 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
25 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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6 H. The Cost Report shall contain the following attestation, which may be typed directly on or  
7 attached to the Cost Report:

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

17  
18 Signed \_\_\_\_\_  
19 Name \_\_\_\_\_  
20 Title \_\_\_\_\_  
21 Date \_\_\_\_\_”

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23 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

24 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

**VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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



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

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

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

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

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

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

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

23 ~~— B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
24 prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change  
25 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in  
26 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month  
27 period of time, shall be deemed an assignment for purposes of this Paragraph. Any attempted  
28 assignment or delegation in derogation of this Paragraph shall be void.~~

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

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

**IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

**X. EQUIPMENT**

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

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

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in

1 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
2 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

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

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

24 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
25 with ~~Exhibit~~ Exhibits A, B and C to this Agreement. CONTRACTOR shall operate continuously  
26 throughout the term of this Agreement with at least the minimum number and type of staff which meet  
27 applicable federal and state requirements, and which are necessary for the provision of the services  
28 hereunder.

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

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34 **XII. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

(COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

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D. #

~~B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

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

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

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

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

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

**G. REQUIRED COVERAGE FORMS**

- The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.
- The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:**

- ~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is ~~included as an additional insured with respect to the operations of the named insured performed under contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be excess and non-contributing.
- ~~I~~ 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."
- ~~3. "This insurance shall not be canceled, limited or non renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."~~
- ~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be~~

1 ~~mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

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

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

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

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

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

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

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

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

28 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

31 b. ~~—F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must~~  
32 ~~be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~  
33 No later than the expiration date for each policy.

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

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

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

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

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

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

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

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18 **XIII. INSPECTIONS AND AUDITS**

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

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

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35 C. AUDIT RESPONSE

36 1. Following an audit report, in the event of non-compliance with applicable laws and  
37 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement

1 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 2 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
 3 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

4 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
 5 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
 6 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
 7 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 8 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
 9 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
 10 reimbursement due COUNTY.

11 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file  
 12 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures  
 13 during the term of this Agreement.

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

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

#### 21 **XIV. LICENSES AND LAWS**

22 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
 23 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and  
 24 exemptions necessary for the provision of services hereunder and required by the laws and regulations  
 25 of the United States, the State of California, COUNTY, and any other applicable governmental agencies.  
 26 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or  
 27 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,  
 28 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

32 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
 33 Manual.

34 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
 35 Program Certification Standards, March 2004.

36 3. HSC, Divisions 10.5 and 10.6.  
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- 1 4. HSC, §§11758.40 through 11758.47.
- 2 5. HSC, §§11839 through 11839.22
- 3 6. HSC, §11864.
- 4 7. HSC, §11876(a).
- 5 8. HSC, §§123110 through 123149.5.
- 6 9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
- 7 10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
- 8 11. 41 CFR, Public Contracts and Property Management.
- 9 12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 10 13. 45 CFR 93, New Restrictions on Lobbying.
- 11 14. 45 CFR 96.127(a), “Requirements regarding Tuberculosis”.
- 12 15. 45 CFR 96.132(e), Additional Agreements.
- 13 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 14 17. 45 CFR 160, General Administrative Requirements.
- 15 18. 45 CFR 162, Administrative Requirements.
- 16 19. 45 CFR 164, Security And Privacy.
- 17 20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 18 21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to  
19 influence certain federal contracting and financial transactions.
- 20 22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- 21 23. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and Mental  
22 Health Services Administration.
- 23 24. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- 24 25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health  
25 services facilities and organizations.
- 26 26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative  
27 Simplification.
- 28 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on  
29 Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 30 28. 42 USC 6101, Age Discrimination Act of 1975.
- 31 29. 42 USC 2000d, Civil Rights.
- 32 30. 42, Part 54, “Charitable choice regulations applicable to states receiving substance abuse  
33 prevention and treatment block grants and/or projects for assistance in transition from homelessness  
34 grants.”
- 35 31. 8 USC, 1324, Immigration Reform & Control Act, 1986.
- 36 32. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 37 33. CCC §§1798.80 through 1798.82, Customer Records.

- 1 34. CCC §1798.85, Confidentiality of Social Security Number.
- 2 35. CCR, Title 9, Division 4; and Title 22.
- 3 36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
- 4 37. U.S. Department of Health and Human Services Grants Policy Statement.
- 5 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol
- 6 and Drug Programs, 2003.
- 7 39. Title 22, CCR, §51009.
- 8 40. California Welfare and Institutions Code, §14100.2.
- 9 41. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 10 42. D/MC Billing Manual (March 23, 2010).
- 11 43. 45 CFR 96.124(e).
- 12 44. 45 CFR 96.131, "Treatment Services for Pregnant Women".
- 13 45. HSC, §11757.59, Perinatal State General fund.
- 14 46. County of Orange, HCA, Substance User Disorder Treatment Services D/MC Utilization
- 15 Control Plan for Perinatal Residential Services.
- 16 47. State of California, Perinatal Services Guidelines.
- 17 48. Title 2, CCR, §51341.1(h)(5)(A).
- 18 49. State of California, Department of Social Services, Community Care Licensing Division
- 19 requirements for Group Homes.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 20 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
- 21 of the award of this Agreement:
- 22 a. In the case of an individual contractor, his/her name, date of birth, social security
- 23 number, and residence address;
- 24 b. In the case of a contractor doing business in a form other than as an individual, the
- 25 name, date of birth, social security number, and residence address of each individual who owns an
- 26 interest of ten percent (10%) or more in the contracting entity;
- 27 c. A certification that CONTRACTOR has fully complied with all applicable federal and
- 28 state reporting requirements regarding its employees;
- 29 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
- 30 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
- 31 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
- 32 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
- 33 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
- 34 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
- 35 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
- 36 grounds for termination of this Agreement.
- 37

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

**XV. LITERATURE AND ADVERTISEMENTS**

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

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

C. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance and in writing by ADMINISTRATOR.

**XVI. MAXIMUM OBLIGATION**

A. The ~~Total~~ Aggregate Maximum Obligation of COUNTY for services provided in accordance with ~~this Agreement~~ all agreements for Perinatal Residential Substance Use Disorder Treatment Services during Period One and Period Two ~~and the separate Maximum Obligations for non Medi-Cal Funds and Medi-Cal Funds for each facility~~ are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.

B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase ~~the Medi-Cal Maximum Obligation for each Medi-Cal funded facility, not to exceed the amount approved by the State, and~~ or decrease ~~that facility's non Medi-Cal~~ the Period One and Period Two Maximum Obligations, provided the total of ~~the~~ these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY ~~for each period~~ as specified in the Referenced Contract Provisions of this Agreement.

**XVII. NONDISCRIMINATION**

**A. EMPLOYMENT**

1. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group

1 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),  
 2 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant  
 3 that the evaluation and treatment of employees and applicants for employment are free from  
 4 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
 5 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
 6 including apprenticeship. CONTRACTOR shall not discriminate between employees with spouses and  
 7 employees with domestic partners, or discriminate between domestic partners and spouses of those  
 8 employees, in the provision of benefits. There shall be posted in conspicuous places, available to  
 9 employees and applicants for employment, notices from ADMINISTRATOR and/or the United States  
 10 Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity  
 11 clause.

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

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

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

30 1. For the purpose of this Subparagraph B., Discrimination includes, but is not limited to the  
 31 following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

**XVIII. NOTICES**

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

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

- 2. When faxed, transmission confirmed;
- 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

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

E. In the event of a death, notification shall be made in accordance with the Notification of Death Paragraph of this Agreement.

**XIX. NOTIFICATION OF DEATH**

A. NON-TERMINAL ILLNESS DEATH

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

2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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

B. TERMINAL ILLNESS DEATH

1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

2. If there are any questions regarding the cause of death of any person served hereunder who

1 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,  
2 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with Subparagraph A.  
3 above.

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5 //

6 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

14  
15 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 19 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
20 75055(a), 75343(a), and 77143(a).  
21 2. State of California, Department of ASRS manual.  
22 3. State of California, DPFS manual.  
23 4. State of California, Health and Safety Code §123145.  
24 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

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

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

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

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

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

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

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

20 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
21 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy  
22 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by  
23 telephone and email or facsimile.

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

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

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

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

37 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR



1 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
2 CONTRACTOR.

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

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

10  
11 **XXII. REVENUE**

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

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

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

26 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
27 persons other than individuals or groups eligible for services pursuant to this Agreement.

28  
29 **XXIII. SEVERABILITY**

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

35  
36 **XXIV. SPECIAL PROVISIONS**

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

1 purposes:

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

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

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7 3. Making cash payments to intended recipients of services through this Agreement.

8 4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

9 5. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
10 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
11 of appropriated funds to influence certain federal contracting and financial transactions).

12 6. Paying an individual salary or compensation for services at a rate in excess of the current  
13 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
14 Schedule may be found at [www.opm.gov](http://www.opm.gov).

15 7. Fundraising.

16 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
17 CONTRACTOR's staff or members of the Board of Directors.

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

21 10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
22 services.

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

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

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

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

30 15. Severance pay for separating employees.

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

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

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

36 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
37 CONTRACTOR's participants.

2. Funding travel or training (excluding mileage or parking) not approved by ADMINISTRATOR.

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

4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not approved in advance by ADMINISTRATOR.

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5. 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.

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

**XXV. STATUS OF CONTRACTOR**

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

**XXVI. TERM**

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

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

**XXVII. TERMINATION**

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

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

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

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

**D. CONTINGENT FUNDING**

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

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

1 F. In the event this Agreement is terminated by either party, after receiving a Notice of  
2 Termination CONTRACTOR shall do the following:

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

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

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

9 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
10 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
11 orderly transfer.

12 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
13 client's best interests.

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

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

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

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

26  
27 **XXVIII. THIRD PARTY BENEFICIARY**

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

30  
31 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

~~SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.~~

«UC\_NAME» «UC\_DBA»

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
DEPUTY

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

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EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES

WITH  
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC

BETWEEN  
COUNTY OF ORANGE

AND  
«UC\_NAME» «UC\_DBA»

JULY 1, 2012 2014 THROUGH JUNE 30, 2014 2016

I. COMMON TERMS AND DEFINITIONS

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

A. 1. ASAM also called ASAM PPC means American Society of Addiction Medicine Patient Placement Criteria used to assess level of care.

B. 2. CalOMS means the California Outcomes Measurement System which is a statewide participant-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of alcohol and other drug services at the state, county, and provider levels.

C. 3. CESI and CEST are self-administered survey instruments designed to assess Participants' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

D. 4. DATAR means the Drug Abuse Treatment Access Report as required by the State.

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

F. 6. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR staff in which specific information about the Participant is gathered. This includes assessment of ability to pay, determination of Medi-Cal eligibility, and standard admission forms pursuant to the Agreement and CCR, Title 22.

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

H. 8. Linkage means connecting clients to ancillary services such as outpatient and/or residential



1 treatment and supportive services which may include self-help groups, social services, rehabilitation  
 2 services, vocational services, job training services, or other appropriate services.

3 ~~I~~ 9. Methadone Maintenance Services means the administering and/or dispensing of methadone  
 4 as a maintenance substitute narcotic drug for Participants who are dependent on heroin or another

5 #  
 6 morphine-like drug. Services are inclusive of dosing, individual and group counseling, and are provided  
 7 three hundred and sixty five (365) days per year.

8 ~~J~~ 10. NIATx is a model for improving business process.

9 ~~K~~ 11. Ninety (90) day treatment program refers to ninety (90) calendar day program.

10 ~~L~~ 12. Non-Therapeutic Activity means work, school, and volunteer hours outside the facility,  
 11 chores, and recreation and socialization activities.

12 ~~M~~ 13. Participant means a person who has substance use disorder, for whom a COUNTY  
 13 approved intake and admission for residential services as appropriate have been completed pursuant to  
 14 the Agreement.

15 ~~N~~ 14. Program Protocol means the written program description, goals, objectives, and policies  
 16 established by CONTRACTOR for the residential treatment program provided pursuant to the  
 17 Agreement.

18 ~~O~~ 15. Residential Perinatal Treatment Services means a one hundred and eighty (180) calendar  
 19 day program of alcohol and/or other drug treatment services that are provided to adult women, ages  
 20 eighteen (18) and older, who are not in need of detoxification services, who are pregnant and/or have  
 21 custody of their dependent children up to twelve (12) years of age, in their care; who have a primary  
 22 problem of substance use disorder, who demonstrate a need for perinatal substance use disorder  
 23 residential treatment services; and where Participant mother is the primary caregiver to her child(ren)  
 24 while in the residential perinatal program.

25 ~~P~~ 16. Structured Activities means Therapeutic and Non-Therapeutic activities designed to meet  
 26 treatment goals.

27 ~~Q~~ 17. Therapeutic Activity means activities such as individual counseling, groups, and self-help  
 28 groups, but excludes those activities listed in L. of this section. These activities shall incorporate best  
 29 practices and evidence-based approaches.

30 ~~R~~ 18. Token means the security device which allows an individual user to access IRIS.

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

35 ~~T. Self Help means connecting clients to ancillary services such as outpatient treatment and~~  
 36 ~~supportive services which may include self-help groups, social services, rehabilitation services,~~  
 37 ~~vocational services, job training services or other appropriate services.~~

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

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

**II. BUDGET**

A. The following budget for Period One and Period Two is set forth for informational purposes only.

~~PERIOD ONE~~

	<u>Heritage</u> <u>House</u> <u>Period</u> <u>One</u>	<u>Heritage</u> <u>House</u> <u>Period</u> <u>Two</u>	<u>Total</u>
<b>ADMINISTRATIVE COST</b>			
Salaries	\$ 43,480	\$ 43,480	\$ 86,960
Benefits	11,370	11,370	22,740
Services and Supplies	4,050	10,322	14,372
Subcontracts	3,375	3,375	6,750
<b>SUBTOTAL</b>	<b>\$ 62,275</b>	<b>\$ 68,547</b>	<b>\$ 130,822</b>
<b>PROGRAM COST</b>			
Salaries	\$333,795	\$345,200	\$ 678,995
Benefits	87,287	90,270	177,557
Services and Supplies	262,833	257,150	519,983
Subcontracts	2,400	2,400	4,800
<b>SUBTOTAL</b>	<b>\$686,315</b>	<b>\$695,020</b>	<b>\$1,381,335</b>
<b>GROSS COST</b>	<b>\$748,590</b>	<b>\$763,567</b>	<b>\$1,512,157</b>
<b>REVENUE</b>			
Participant Fees	\$ 32,000	\$ 42,000	\$ 74,000
Food Stamps	27,000	21,640	48,640

<u>1</u>	Donations	<u>2,100</u>	<u>2,500</u>	<u>4,600</u>
<u>2</u>	TOTAL REVENUE	\$ <u>61,100</u>	\$ <u>66,140</u>	\$ <u>127,240</u>
<u>3</u>	NET COST			
<u>4</u>	(TOTAL MAXIMUM OBLIGATION)	\$ <u>687,490</u>	\$ <u>697,427</u>	\$ <u>1,384,917</u>
<u>5</u>				
<u>6</u>	FUNDING SOURCES			
<u>7</u>	MEDI-CAL	\$ <u>215,000</u>	\$ 0	\$ <u>215,000</u>
<u>8</u>	Federal Block Grant/TSR	<u>472,490</u>	<u>697,427</u>	<u>1,169,917</u>
<u>9</u>	TOTAL FUNDS	\$ <u>687,490</u>	\$ <u>697,427</u>	\$ <u>1,384,917</u>

10 #  
11 #

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

14 //

15 C. CFDA INFORMATION

16 1. The Agreement includes federal funds paid to CONTRACTOR. The CFDA number and  
17 associated information for federal funds paid through the Agreement are specified below:

18 CFDA Year: ~~2012~~2013  
19 CFDA No.: 93.959  
20 Program Title: Block Grants for Prevention and Treatment of Substance Abuse  
21 Federal Agency: Department of Health and Human Services  
22 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract  
23

24  
25 2. CONTRACTOR may be required to have an audit conducted in accordance with federal  
26 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal  
27 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

30  
31 **III. PAYMENTS**

32 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs  
33 of providing the services described hereunder, less revenues which are actually received by  
34 CONTRACTOR; provided, however, that CONTRACTOR’s costs are allowable pursuant to county,  
35 state, and federal regulations. Non-compliance will require the completion of a CAP by  
36 CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR,  
37 payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide

1 services due to non-compliance with licensure and/or certification standards of the State, County or  
 2 OCPD, ADMINISTRATOR may elect to reduce County's maximum obligation proportionate to the  
 3 length of time that CONTRACTOR is ineligible to provide services.

4 1. For Medi-Cal services provided pursuant to the Agreement, COUNTY shall claim  
 5 reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are  
 6 eligible.

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

10 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties  
 11 imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of  
 12 CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties  
 13 within thirty (30) days of written notification by COUNTY.  
 14

15 //

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

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

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

30 E. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and Revenue  
 31 Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR  
 32 may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

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

35 G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
 36 and/or termination of the Agreement.

37 H. In conjunction with Subparagraph III.A. of this Exhibit A to the Agreement, CONTRACTOR

1 shall not enter units of service into the County IRIS system for services not rendered. If such  
 2 information has been entered, CONTRACTOR shall make corrections within ten (10) businesses days  
 3 from notification by ADMINISTRATOR.

#### 4 **IV. RECORDS**

5  
 6 A. PARTICIPANT RECORDS - CONTRACTOR shall maintain adequate records in accordance  
 7 with the COUNTY Guidelines, the State Perinatal Services Network Guidelines, and CCR, Title 22,  
 8 related to D/MC on each individual Participant and child in sufficient detail to permit an evaluation of  
 9 services, which shall include, but need not be limited to:

10 1. Treatment/recovery plans shall be completed and documented within fourteen (14) calendar  
 11 days in the Participant's record from the date of admission. Medi-Cal eligible Participant's must  
 12 document medical necessity as determined by a physician.

13 #  
 14 2. An admission record shall include documentation that residential services are appropriate  
 15 for the Participant. Such documentation, made within seven (7) calendar days of admission, shall  
 16 include a comprehensive psychosocial assessment.

17 3. Records of evaluations for children who reside with their mother when she is a Participant  
 18 of this program.

19 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
 20 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the  
 21 type of service for which payment is claimed in accordance with generally accepted accounting  
 22 principles.

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

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

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

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

37 5. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

1 Records Paragraph of this Exhibit A to the Agreement.

2  
3 **V. REPORTS**

4 **A. MONTHLY PROGRAMMATIC**

5 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,  
6 including information required and on a form approved or provided by ADMINISTRATOR, ~~in~~  
7 ~~conjunction with the billing described in the Payments Paragraph of this Exhibit A to the Agreement.~~  
8 These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth  
9 (10th) business day of the month following the report month.

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

15 **B. FISCAL**

16 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
17 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by  
18 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's  
19 program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement.  
20 The reports shall be received by ADMINISTRATOR no later than fifteen (15) calendar days following  
21 the end of the month reported.

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

29 **C. MONTHLY IRIS -** CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS  
30 and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the month  
31 following the report month. CONTRACTOR shall correct and submit all errors from the CalOMS  
32 Feedback and Error Report via IRIS within seven (7) calendar days of receipt of the report. CalOMS  
33 discharges shall be entered no later than seven (7) calendar days after Participant's discharge.

34 **D. MONTHLY DATAR -** CONTRACTOR shall provide reports under the DATAR, and/or any  
35 other State Reporting System in a manner prescribed by ADMINISTRATOR, no later than the fifth  
36 (5th) business day of the month following the report month.

37 **E. ADDITIONAL REPORTS –** CONTRACTOR shall make additional reports as required by

ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the information is needed.

## VI. SERVICES

A. FACILITY - CONTRACTOR shall operate licensed and certified ~~substance use disorder residential~~ Perinatal Residential Substance Use Disorder Residential Treatment programs to include services in accordance with the standards established by the County and the State within the specifications stated below, unless otherwise authorized by the Administrator. CONTRACTOR shall provide Perinatal Residential Substance Use Disorder Treatment Services within a licensed and certified ~~thirty three (33)~~ <<NUMBER OF BEDS>> bed Perinatal Residential Substance Use Disorder Treatment facility at ~~2212 and 2218 Placentia Avenue, Costa Mesa, California (Heritage House);~~ <<TREATMENT ADDR>> and within a licensed and certified ~~forty three (43)~~ bed <<NUMBER OF BEDS>> Perinatal Residential Substance Use Disorder Treatment facility at ~~321 North State College Boulevard, Anaheim, California (Heritage House North);~~ <<TREATMENT ADDR>> or at any other location approved in advance, in writing, by ADMINISTRATOR. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain service hours, seven (7) days a week, twenty-four hours per day throughout the year.

//

### B. PERSONS TO BE SERVED

1. CONTRACTOR shall only serve adult women, ages eighteen (18) years or older, who are not in need of detoxification services, who are pregnant and/or have custody of their dependent children up to twelve (12) years of age, in their care; who have abstained from substance use for at least twenty-four (24) hours who have a problem of substance use disorder, and who demonstrate a need for ~~perinatal residential substance use disorder treatment services. Heritage House North~~ Perinatal Residential Substance Use Disorder Treatment Services. <<LOCATION NAME2>> shall also serve those women eighteen (18) years or older who are in the process of reunification with their children. Prospective Participants with dependent children over the age of twelve (12) years may be admitted upon written approval of ADMINISTRATOR.

2. CO-OCCURRING DISORDERS: CONTRACTOR shall provide rehabilitative and recovery services to Participants with co-occurring disorders and ensure that such services address the relationship between the two diagnoses throughout treatment. Persons having a concurrent diagnosis of mental illness will be served in accordance with Federal Substance Abuse Prevention and Treatment Block Grant Program requirements and COUNTY guidelines.

3. CONTRACTOR shall evaluate Participant for Medi-Cal eligibility. Billing for Medi-Cal shall only be allowed for Participants of ~~Heritage House.~~ <<LOCATION NAME1>>. All Medi-Cal eligible Participants of

1 ~~Heritage House~~<<LOCATION\_NAME1>> shall be enrolled in Medi-Cal and services shall be billed to  
2 Medi-Cal, as directed in Subparagraph III.A. of this Exhibit A.

3 4. ADMISSIONS FOR RESIDENTIAL SERVICES:

4 a. CONTRACTOR shall accept any person who is physically and mentally able to comply  
5 with the program's rules and regulations. Said persons shall include persons living with HIV disease, as  
6 well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a ~~dual~~  
7 ~~diagnosis.~~co-occurring disorder. Persons with co-occurring disorders and others who require prescribed  
8 medication, including methadone, shall not be precluded from acceptance or admission solely based on  
9 their licit use of prescribed medications.

10 b. CONTRACTOR shall have a policy that requires Participant who shows signs of any  
11 communicable disease, or through medical disclosure during the intake process, admit to a health related  
12 problem that would put others at risk, to be cleared medically before services are provided.

13 c. Admission Policy - CONTRACTOR shall establish and make available to the public, a  
14 written admission policy, which shall include, but not be limited to the following treatment priorities:

- 15 1) First priority for admission shall be given to pregnant injection drug users.
- 16 2) Second priority for admission is pregnant substance users.
- 17 3) Third priority for admission is women who are injection drug users with dependent  
18 child(ren) birth to twelve (12) years of age.

19 4) Fourth priority is for all other female substance users who are not currently  
20 pregnant and those who do not inject as a route of administration for drug use, are next in priority for  
21 admission.

22 5) CONTRACTOR shall provide priority in admission for one (1) bed at ~~Heritage~~  
23 ~~House North~~<<LOCATION\_NAME2>> for Participant in need of methadone maintenance referred and  
24 prioritized by COUNTY ADMINISTRATOR.

25 #

26 #

27 d. Otherwise, priority shall also be granted to all Participants who have successfully  
28 completed detox. CONTRACTOR shall notify ADMINISTRATOR once Participant is admitted or put  
29 on a wait list.

30 e. Any woman who is pregnant upon admission or discovers she is pregnant after  
31 admission, shall be under the care of a qualified physician and will have regular prenatal and post-  
32 partum care for herself and her child(ren) through her Medi-Cal or her private health benefits.

33 f. Within two weeks of admission, any pregnant Participant admitted to the perinatal  
34 program at ~~Heritage House North~~<<LOCATION\_NAME2>> shall be transferred to ~~Heritage~~  
35 ~~House~~<<LOCATION\_NAME1>> if there are available openings.

36 1) If there are no available openings at ~~Heritage House~~,<<LOCATION\_NAME1>>,  
37 the parties agree that such Participants may remain at ~~Heritage House~~



1 ~~North~~ <<LOCATION\_NAME2>>.

2 2) If such Participant transfers negatively affect the balance of at-risk women at  
3 ~~Heritage House~~, <<LOCATION\_NAME1>>, CONTRACTOR may request, in writing, that the  
4 Participant be kept at ~~Heritage House North~~, <<LOCATION\_NAME2>>.

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

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

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

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

14 k. WAITING LISTS - CONTRACTOR shall maintain waiting lists which satisfy the  
15 following requirements:

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

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

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

24 //

25 4) Criteria shall be maintained defining when an individual's name is to be removed  
26 from the waiting list because of a loss of eligibility for admission or a failure to keep in contact with  
27 CONTRACTOR.

28 5. INTERIM SERVICES – Women who are not admitted into a residential program within  
29 fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list for  
30 admission, shall be provided interim services. Interim services shall consist of: TB counseling,  
31 voluntary testing, referral for medical evaluation, if appropriate; and HIV education, HIV risk  
32 assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant  
33 women, interim services shall also include counseling on the effects of alcohol and drugs on the  
34 developing fetus; and referral to prenatal medical care services. Interim services may be provided  
35 directly or by referral to the COUNTY or another appropriate provider; and given to prospective  
36 Participants within 48 hours. Provision of interim services shall be documented on the DATAR and  
37 reported monthly to the State.

1 C. UNITS OF SERVICE

2 1. CONTRACTOR shall provide a minimum of ~~five thousand two hundred fifty six~~  
3 ~~(5,256)~~<<TOTAL\_UNIT1>> Perinatal Residential Substance Use Disorder Treatment Units of Service  
4 at ~~the Heritage House facility;~~<<LOCATION\_NAME1>>;

5 2. CONTRACTOR shall provide a minimum of ~~six thousand five hundred seventy~~  
6 ~~(6,570)~~<<TOTAL\_UNIT2>> Perinatal Residential Substance Use Disorder Treatment Units of Service  
7 at ~~the Heritage House North facility;~~<<LOCATION\_NAME2>>;

8 3. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the  
9 units of service set forth in Subparagraph VI.C.1. and VI.C.2. above.

10 D. RESIDENTIAL TREATMENT SERVICES – CONTRACTOR shall provide a sixteen (16) bed  
11 substance use disorder residential treatment program at ~~Heritage House,~~<<LOCATION\_NAME1>>,  
12 and a twenty (20) bed substance use disorder residential treatment program at ~~Heritage~~  
13 ~~House~~<<LOCATION\_NAME2>>; North. CONTRACTOR shall provide twenty-four (24) hour  
14 supervision with at least one (1) staff member on-site at all times. CONTRACTOR shall provide  
15 services within the specifications stated below, unless otherwise authorized by ADMINISTRATOR.  
16 Perinatal Residential Substance Use Disorder Treatment Services shall consist of a one hundred and  
17 eighty (180) calendar day program. Each Participant shall be restricted to the premises of the facilities  
18 listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions for  
19 restriction to the premises shall be allowed for medical, mental health/substance use appointments  
20 and/or emergencies. Uninsured Participants shall be provided assistance in securing Affordable Health  
21 Care benefits. Perinatal Residential Substance Use Disorder Treatment program shall consist of the  
22 following:

23 ~~1~~ 1. Co-Occurring Disorders – CONTRACTOR shall provide rehabilitative and  
24 recovery services to Participants with co-occurring disorders and ensure that such services address the  
25 relationship between the two diagnoses throughout treatment. Persons having a concurrent diagnosis of  
26 mental illness will be served in accordance with Federal Substance Abuse Prevention and Treatment  
27 Block Grant Program requirements and COUNTY guidelines.

28 2. Screening – Prior to admission, CONTRACTOR shall conduct an ASAM on each  
29 individual and fax the results of the ASAM to ADMINISTRATOR. Upon review of the ASAM,  
30 ADMINISTRATOR will approve the individual's program placement, if appropriate, by faxing the  
31 treatment authorization to the CONTRACTOR. CONTRACTOR shall not admit any individual into  
32 program without approval by ADMINISTRATOR. Upon participant's admission, CONTRACTOR  
33 shall fax a completed treatment authorization on a form approved by ADMINISTRATOR containing  
34 date of admission and CONTRACTOR signature to ADMINISTRATOR within one (1) business day.

35 3. Program Orientation – During the first seventy-two (72) hours of a Participant's admission  
36 into the Program, CONTRACTOR shall provide an overview of the program. The Program Orientation  
37 shall include, but not be limited to:

- a. Overview of Program structure and schedules
- b. Program rules and regulations
- c. Policies regarding Participant fees
- d. Participant rights
- e. Assignment of a counselor
- f. Staff Code of Conduct
- g. Continuing care services

24. Assessment – Within seven (7) calendar days of admission CONTRACTOR shall provide a standardized, comprehensive risk and needs assessment on each Participant which assess substance use history, family history, mental and emotional status, legal status, educational and vocational background as well as daily living skills, stress management, literacy, employment, education, and money management. Assessment tools shall be co-occurring capable, meet best practice standards and may include ASI, CalOMS or other assessment tools that are completed and signed by staff and Participant, approved by ADMINISTRATOR.

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

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after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter, whichever comes first. The treatment plan and any updates shall be signed by a physician pursuant to CCR,

Title 22.

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

a. Individual Counseling - CONTRACTOR shall provide individual counseling to Participants.

1 b. Group Counseling - CONTRACTOR shall provide counseling within a group setting to  
 2 Participants. Group interventions and activities may include, but are not limited to process groups,  
 3 seminars and educational groups, house and community group meetings, self-help meetings and  
 4 practical life and social skills. CONTRACTOR shall provide special sessions addressing the following  
 5 areas:

- 6 1) Issues of domestic and sexual violence;
- 7 2) Parenting skills and child development;
- 8 3) Enhancement and development of skills in dealing with social, legal/judicial and  
 9 employment services within Orange County presented in a format relevant to the needs of women with  
 10 dependent children;
- 11 4) Issues targeted toward pregnant women which will educate them on prenatal care,  
 12 the impact of alcohol and drug consumption to the child in-utero and after, during breast feeding and  
 13 smoking cessation information;
- 14 5) Facilitation of obstetrical, gynecological, pediatric, and/or social services  
 15 appointments;
- 16 6) Trauma-informed treatment.
- 17 7)- Self-help meetings.

18 #  
 19 ———5 7. Structured Non-Therapeutic Activities:— Contractor shall provide a minimum of  
 20 six (6) hours of structured non-therapeutic activity per week that includes work, school, and volunteer  
 21 hours outside the facility, chores, and recreation and socialization activities. Recreational and  
 22 socialization activities may include, but not be limited to:

- 23 a. Teach the concepts of rules, teamwork and sportsmanship.
- 24 b. Provide guidance on use of recreational or leisure time.

25 68. Case Management – CONTRACTOR shall provide Case Management services by  
 26 contacting outside agencies and making referrals for services outside the scope of comprehensive  
 27 substance use disorder treatment services as identified in the Participant’s treatment/recovery plan as  
 28 necessary to the Participant’s recovery. Such concomitant services include academic education,  
 29 vocational training, medical and dental treatment, pre-and post- counseling and testing for infectious  
 30 diseases, legal assistance, job search assistance, financial assistance, childcare, and self-help programs  
 31 such as twelve (12)-step programs. Said referrals and follow-up shall be documented in the Participant’s  
 32 file.

33 ~~7. Treatment Phases—CONTRACTOR’s program shall consist of progressive treatment~~  
 34 ~~phases which shall be defined in CONTRACTOR’s Program Protocol, approved by the~~  
 35 ~~ADMINISTRATOR, and include measurement of Participant’s progress in order to advance to~~  
 36 ~~subsequent phases. The Program Protocol shall be CONTRACTOR’s written program description,~~  
 37 ~~goals and objectives, and policies established by CONTRACTOR for the residential treatment program~~

~~as provided for under the Agreement. For ninety (90) day or longer treatment programs, each Participant shall be restricted to the premises of the facilities listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions for restriction to the premises shall be allowed for medical and psychiatric services, or other staff approved activities under CONTRACTOR supervision.~~

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

#### 10. Treatment Activities

~~8. Perinatal Residential Substance Use Disorder~~ 1) CONTRACTOR shall design Treatment Services. Services shall consist of a one hundred and eighty (180) calendar day program defined in CONTRACTOR's Program Protocol as follows:

~~a. Orientation and Engagement consisting of activities designed~~ Activities to interrupt negative ~~substance use lifestyle~~ alcohol or other drug abuse factors, address denial, ~~and personal/behavioral issues,~~ and assist the Participant's adjustment to a sober environment. ~~The~~

Participant

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

3) CONTRACTOR shall not ~~be expected~~ encourage Participants to seek employment or educational opportunities during ~~this phase~~ the first thirty (30) calendar days of their treatment.

#### 11. Resocialization

1) As part ~~b. Primary Treatment, Internalization and Socialization~~ consisting of ~~activities designed to assist Participants in working on personal issues, cultivate support systems, and seek educational/vocational opportunities.~~ the Resocialization process, CONTRACTOR staff shall finalize exit plans with the Participant.

2) During Resocialization, CONTRACTOR shall obtain documentation from ~~the~~ Participant/Participants regarding ~~Participant's~~ efforts to obtain employment.

~~c. Re-Entry and Externalization, consisting of activities designed to assist the Participant with separation issues, develop appropriate community support systems, gain employment and/or enroll in educational/vocational and literacy training programs, and finalize discharge plans.~~

#### 9 12. Methadone Maintenance Services:

a. Individual Counseling Services – CONTRACTOR shall provide transportation and/or transport Participant to COUNTY contracted methadone provider for required individual counseling ~~two~~ (2) times ~~one time~~ per month ~~at a minimum~~ while receiving methadone maintenance services. ~~and as~~

1 required for dosing

2 b. CONTRACTOR shall adhere to and comply with COUNTY contracted methadone  
3 provider policies and requirements, which includes coordination of care, counseling and daily dosing of  
4 methadone.

5 ~~10~~13. Graduation - CONTRACTOR shall consider all Participants to be graduated upon  
6 completion of their residential treatment program in accordance with the treatment plan.

7 ~~11~~14. Transition~~##~~Exit Planning - CONTRACTOR shall begin discharge planning  
8 immediately after enrollment. CONTRACTOR shall develop a formal exit plan with the Participant no  
9 later than fourteen (14) calendar days prior to Participant’s successful completion from the program.

10 The

11 //

12 transition/exit plan shall be completed and signed by CONTRACTOR staff and Participant.- The  
13 transition/exit plan shall include:

14 a. Identifying the Participant’s achievements while in the Residential Treatment Programs  
15 such as meeting or progressing towards educational or vocational goals.

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

18 c. A continuing treatment exit plan that includes referral and linkage of the Participant to  
19 appropriate services such as outpatient treatment, other support services such as vocational  
20 rehabilitation, job training and other services, if needed, and document this in the Participant’s chart.

21 The continuing treatment plan shall also ~~include the~~ address referrals for unmet or continuing goals  
22 identified in the Participant’s treatment plan.

23 d. Referrals to appropriate non-substance use disorder resources such as continuing  
24 education, housing, employment, and child care.

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

28 ~~12~~15. Discharge Summary - CONTRACTOR shall develop written procedures regarding  
29 Participant discharge. Written criteria for the discharge summary shall include:

30 a. Reason for discharge

31 b. Description of treatment episodes or recovery services

32 c. Current ~~alcohol and/or drug usage~~ substance use at discharge

33 d. Vocational and educational achievements

34 e. Legal status

35 f. Linkages and referrals made

36 g. Participants comments

37 #

1 h. Participant's goals and achievement towards those goals as described in the  
2 Participant's treatment plan.

3 i. Prognosis

4 ~~13~~16. Food and Other Services - CONTRACTOR shall provide a clean, safe environment,  
5 toiletries, clean linen, food service, storage, and supervision of medication.

6 ~~14~~17. Support Services - CONTRACTOR shall provide housekeeping; laundry; maintenance  
7 and arrangements for emergency and non-emergency medical services.

8 ~~15~~18. Outreach Activities - CONTRACTOR shall perform outreach activities for the purpose  
9 of encouraging pregnant women and women whose injection drug use is in need of treatment services to  
10 undergo such treatment. CONTRACTOR shall document such activities.

11 ~~16~~//

12 //

13 19. Other Services

14 a. Health education services which provide knowledge and skills to prevent the  
15 transmission of HIV.

16 b. Collateral ~~Services:~~ Family Counseling - CONTRACTOR shall provide, as appropriate  
17 ~~and documented in the Participant file~~, individual and group sessions for family members and  
18 significant others of the Participant, ~~and exclude professionals such as employers or doctors.~~ These  
19 services shall address ~~family~~ varied systems dynamics, which, could contribute to the Participant's  
20 relapse, and potential or actual ~~substance use in the family system use.~~ Collateral Service shall include  
21 the Participant unless determined inappropriate by the ~~counselor~~ Counselor.

22 ~~17~~ c. Relapse Prevention - Individual and group sessions to reinforce sobriety status,  
23 regardless of Participant's position in phase structure of program or during aftercare, which shall be  
24 unlimited.

25 d. Information and Referral Services - Information referrals for Participant, regarding  
26 community resources for substance use disorder prevention, treatment and HIV services.

27 e. Network and Support Building - Alumni support and networking through a peer,  
28 co-facilitated graduate group, which includes social activities and events to keep alumni linked to  
29 available services.

30 20. Health, Medical, Psychiatric and Emergency Services

31 a. CONTRACTOR shall ensure that all persons admitted for residential treatment services  
32 have a health questionnaire completed using form ADP 100226, or may develop their own form  
33 provided it contains, at a minimum, the information requested in the ADP 100226 form.

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

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

1 by CONTRACTOR and Participant.

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

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

6 a) CONTRACTOR shall obtain a copy of Participant's medical clearance or  
7 release prior to Participant's admission to the program when applicable; as listed in 17. A. 2).

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

9 b. CONTRACTOR shall provide directly or by referral: HIV education, voluntary; HIV  
10 antibody testing and risk assessment and disclosure counseling.

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

13 //

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

16 e. CONTRACTOR shall provide TB services directly to the Participants or by referral to  
17 the COUNTY or another appropriate provider. TB services shall be provided within seven (7) calendar  
18 days of admission. These TB services shall consist of the following:

19 1) Counseling with respect to TB;

20 2) Testing to determine whether the individual has been infected and to determine the  
21 appropriate form of treatment;

22 3) Provision for, or referral of, infected Participants for medical evaluation, treatment,  
23 and clearance. TB infected Participants will not receive treatment services until medically cleared.

24 1821. CONTRACTOR shall provide, directly or by referral:

25 a. Primary medical care for women, and child care while the women are receiving such  
26 services;

27 b. Primary pediatric medical care, including immunizations, for the child(ren);

28 c. Therapeutic interventions for children which may address developmental needs, abuse,  
29 and neglect; and

30 d. Case management and transportation to ensure that women and their children have  
31 access to all of the above services.

32 1922. Transportation Services:

33 a. Emergency Medical Transportation - COUNTY shall only pay for medical ambulance  
34 or medical van transportation to and from designated Residential Substance User Disorder Treatment  
35 Programs or health facilities through the COUNTY's Medical Transportation Agreement under the  
36 following conditions:

37 1) Ambulance transportation shall be used for services requiring immediate attention



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

3 2) When any Participant needs non-emergency transportation as identified in  
4 Subparagraph 1916.b. below, and CONTRACTOR cannot transport Participant due to unforeseen  
5 circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a  
6 timely manner, or Participant's physical condition and/or limitations.

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

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

13 //

14 5) CONTRACTOR shall be held liable and may be billed by the Ambulance Provider  
15 for services requested by CONTRACTOR that are deemed inappropriate for use and not a covered  
16 service under the Services Paragraph of this Exhibit A to the Agreement by the COUNTY.

17 #

18 b. Non-Emergency Transportation -

19 1) CONTRACTOR shall transport Participant, either in CONTRACTOR's own, or  
20 COUNTY loaned, vehicle to locations that are considered necessary and/or important to the Participant's  
21 recovery plan including, but not limited to, Social Security Administration offices for SSI benefits and  
22 for non-emergency medical, methadone dosing or mental health services not identified in Subparagraph  
23 VI.C.19.a. of this Exhibit A to the Agreement, that require treatment at a physician office, urgent care,  
24 or emergency room when an ambulance provider is not necessary or required for transportation based on  
25 the level of severity and/or services required by the Participant.

26 2) CONTRACTOR shall be responsible for providing supervised transportation to and  
27 from COUNTY contracted NRT programs, and to other sources of medical or dental care not requiring  
28 use of COUNTY's emergency transportation program. Such requirement may be waived for Participants  
29 in Re-Entry and Externalization Phase of the residential treatment program, consistent with re-entry  
30 planning as defined in the Program Protocol.

31 E. SUBSTANCE USE SCREENING

32 1. CONTRACTOR shall have a written policy and procedure statement regarding substance  
33 screening that includes random drug and/or alcohol testing at a minimum of one (1) time per month for  
34 the first thirty (30) days and two (2) times per month for the remaining term of agreement for all  
35 Participants. All urine specimen collections shall be observed by same sex staff. This policy shall be  
36 approved by ADMINISTRATOR. CONTRACTOR shall:

37 a. Establish procedures that protect against the falsification and/or contamination of any

1 body specimen sample collected for drug screening; and,

2 b. Document results of the drug screening in the Participant's record.

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

6 3. In the event that any Participant of CONTRACTOR receives a drug test result indicating  
7 any substance use, CONTRACTOR shall formulate and implement a plan of corrective action which  
8 shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within  
9 two (2) business days of receipt of such test results via incident report and the corrective action to be  
10 taken by the Resident or Participant if the Participant is allowed to remain in the program.

11 F. PERFORMANCE OUTCOMES

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

17 2. Performance Outcome Objectives:

18 a. Objective 1: CONTRACTOR shall provide effective ~~residential-substance-use~~  
19 ~~disorder~~ Perinatal Residential Substance Use Disorder assessment, treatment, and counseling to adults  
20 with identified alcohol and/or drug problems as measured by Retention and Completion Rates.

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

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

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

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

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

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

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

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

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

13 //  
14 //  
15 d. Objective 4: CONTRACTOR shall provide prenatal medical and therapeutic care to  
16 pregnant Participants to ensure the birth of drug-free babies. Performance shall be measured by the  
17 number of pregnant Participants served and the number of drug-free babies born.

18 e. Objective 5: ~~(For Heritage House North only):~~ ~~by~~ By June 30, ~~2013~~2016,  
19 CONTRACTOR shall increase the proportion of Participants who successfully quit or try to quit  
20 smoking cigarettes. Cessation rate shall be calculated by the number of classes offered, number of  
21 Participants attempting to quit, number of Participants who actually quit smoking cigarettes.

22 G. CONTRACTOR will assure that each Participant mother is the primary caregiver of her  
23 child(ren) while they are in the perinatal substance use disorder residential treatment program described  
24 herein.

25 #

26 H. MEETINGS - CONTRACTOR's Executive Director or designee shall participate, when  
27 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to  
28 the Agreement.

29 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
30 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of  
31 the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to  
32 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
33 institution, or religious belief.

34 J. GUIDELINES - CONTRACTOR shall ~~comply with applicable provisions of OCPD Residential~~  
35 ~~Treatment Facility Guidelines. CONTRACTOR shall apply for and receive approval of OCPD to~~  
36 ~~provide residential treatment services. CONTRACTOR shall~~ recognize the authority of OCPD as  
37 officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's

1 program of Perinatal Residential Substance Use Disorder ~~Residential~~ Treatment Services.

2 K. CONTRACTOR shall develop a tobacco prevention and cessation program based on "best  
3 practices" for those consumers who use tobacco and are served by the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

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**VII. STAFFING**

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

**PERIOD ONE**

	<u>Heritage</u>	<u>Heritage</u>		
	<u>House</u>	<u>House North</u>		<u>Total</u>
ADMINISTRATIVE				
<del>Accounts Payable</del> «STAFF TITLE1»			0.1000	0.10 0.20
<del>Accounts Receivable</del> «STAFF TITLE2»			0.1000	0.10 0.20
<del>Assistant Director PR &amp; Fund Dev</del> «STAFF TITLE3»			0.1000	0.10 0.20
<del>CEG</del> «STAFF TITLE4»			0.1000	0.10 0.20

<del>4</del>	<del>CEO</del> «STAFF TITLE5»		<del>0.10</del> <u>0.00</u>	<del>0.10</del>	<del>0.20</del>
<del>5</del>	<del>IT Manager</del> «STAFF TITLE6»		<del>0.10</del> <u>0.00</u>	<del>0.10</del>	<del>0.20</del>
<del>6</del>	<del>Payroll Administrator</del> «STAFF TITLE7»		<del>0.10</del> <u>0.00</u>	<del>0.10</del>	<del>0.20</del>
<del>7</del>	SUBTOTAL ADMINISTRATIVE		<del>0.70</del> <u>0.00</u>	<del>0.70</del>	<del>1.40</del>
<del>8</del>					
<del>9</del>	PROGRAM STAFF				
<del>10</del>	<del>Administrative Assistant</del> «STAFF TITLE8»		<del>1.00</del> <u>0.00</u>	<del>0.70</del>	<del>1.70</del>
<del>11</del>	<del>Children Coordinator</del> «STAFF TITLE9»		<del>1.00</del> <u>0.00</u>	<del>1.00</del>	<del>2.00</del>
<del>12</del>	<del>Clinical Director</del> «STAFF TITLE10»	<del>0.70</del>	<del>1.00</del> <u>0.00</u>		<del>1.70</del>
<del>13</del>	<del>Counselors</del>		<del>1.65</del> <u>0.00</u>	<del>2.55</del>	<del>4.20</del>
<del>14</del>	<del>GED Educator</del> «STAFF TITLE11»	<del>0.25</del>	<del>0.00</del> <u>0.00</u>		<del>0.25</del>
<del>15</del>	<del>Program Aides</del> «STAFF TITLE12»		<del>5.40</del> <u>0.05</u>	<del>6.50</del>	<del>11.90</del>
<del>16</del>	<del>Program Director</del> «STAFF TITLE13»		<del>1.00</del> <u>0.00</u>	<del>1.00</del>	<del>2.00</del>
<del>17</del>	«STAFF TITLE14»				<del>0.00</del>
<del>18</del>	SUBTOTAL PROGRAM		<del>11.00</del> <u>0.0</u>	<del>12.75</del>	<del>23.75</del>
<del>19</del>					
<del>20</del>	TOTAL FTES		<del>11.70</del> <u>0.0</u>	<del>13.45</del>	<del>25.15</del>
<del>21</del>	#				
<del>22</del>	#				
<del>23</del>	#				
<del>24</del>	#				
<del>25</del>	#				
<del>26</del>	#				
<del>27</del>	PERIOD TWO				
<del>28</del>			<u>Heritage</u>	<u>Heritage</u>	
<del>29</del>			<u>House</u>	<u>House North</u>	<u>Total</u>
<del>30</del>	ADMINISTRATIVE				
<del>31</del>	—Accounts Payable		0.10	0.10	0.20
<del>32</del>	—Accounts Receivable		0.10	0.10	0.20
<del>33</del>	—Assistant Director PR & Fund Dev		0.10	0.10	0.20
<del>34</del>	—CEO		0.10	0.10	0.20
<del>35</del>	—CFO		0.10	0.10	0.20
<del>36</del>	—IT Manager		0.10	0.10	0.20
<del>37</del>	—Payroll Administrator		0.10	0.10	0.20

<u>1</u>	<del>SUBTOTAL ADMINISTRATIVE</del>	<del>0.70</del>	<del>0.70</del>	<del>1.40</del>
<u>2</u>				
<u>3</u>	<del>PROGRAM STAFF</del>			
<u>4</u>	<del>—Administrative Assistant</del>	<del>1.00</del>	<del>0.70</del>	<del>1.70</del>
<u>5</u>	<del>—Children Coordinator</del>	<del>1.00</del>	<del>1.00</del>	<del>2.00</del>
<u>6</u>	<del>—Clinical Director</del>	<del>0.70</del>	<del>1.00</del>	<del>1.70</del>
<u>7</u>	<del>—Counselors</del>	<del>1.65</del>	<del>2.55</del>	<del>4.20</del>
<u>8</u>	<del>—GED Educator</del>	<del>0.25</del>	<del>.00</del>	<del>0.25</del>
<u>9</u>	<del>—Program Aides</del>	<del>5.40</del>	<del>6.50</del>	<del>11.90</del>
<u>10</u>	<del>—Program Director</del>	<del>-1.00</del>	<del>-1.00</del>	<del>-2.00</del>
<u>11</u>	<del>SUBTOTAL PROGRAM</del>	<del>11.00</del>	<del>12.75</del>	<del>23.75</del>
<u>12</u>				
<u>13</u>	<del>TOTAL FTES</del>	<del>11.70</del>	<del>13.45</del>	<del>25.15</del>

15 1. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
16 staffing set forth in Subparagraph VII.A. above.

17 2. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff  
18 member on-site at all times. Co-ed residential programs shall require twenty-four (24)-hour awake  
19 supervision.

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

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

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

37 E. CONTRACTOR shall obtain a criminal record review, in accordance with HSC, Section 1522,

1 for all staff specified in Subparagraph VII.A. above, and interns or volunteers who replace or  
 2 supplement such staff in providing direct care and supervision of the adolescent Participants.  
 3 ~~CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the provision~~  
 4 ~~of services to the Participants prior to such staff becoming involved with the Participants.~~  
 5 ~~CONTRACTOR shall provide copies of the criminal record reviews to ADMINISTRATOR within ten~~  
 6 ~~(10) days of receiving such reviews.~~

7 F. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for  
 8 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be  
 9 limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships;  
 10 prohibition of sexual conduct with Participants; prohibition of forging or falsifying documents or drug  
 11 tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest  
 12 shall be brought to the ADMINISTRATOR’s attention. Prior to providing any services pursuant to the  
 13 Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set  
 14 forth in the said Policies and Procedures. A copy of the staff code of conduct shall be posted in writing  
 15 in a prominent place in the treatment facility and be updated annually by the Board of Directors.

16 G. CONTRACTOR shall provide pre-employment screening of any staff person providing services  
 17 pursuant to the Agreement. ~~All staff shall pass an Orange County criminal justice background check~~  
 18 ~~conducted by OCPD on a yearly basis. Program Directors, Managers, and other Supervisory staff will~~  
 19 ~~be requested to voluntarily submit to a more extensive background check including “live scan”~~  
 20 ~~fingerprinting. The results of the fingerprinting will be sent directly from the Department of Justice to~~  
 21 ~~OCPD~~ All new staff, volunteers, and interns shall pass a one-time “live scan” finger printing background  
 22 check prior to employment. ADMINISTRATOR may change this approval mechanism at their  
 23 discretion.

- 24 1. All staff, prior to hiring, shall meet the following requirements:
- 25 a. No person shall have been convicted of a sex offense for which the person is required to  
 26 register as a sex offender under PC, Section 290;
- 27 b. No person shall have been convicted of an arson offense – Violation of PC,  
 28 Sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;
- 29 c. No person shall have been convicted of any violent felony as defined in PC,  
 30 Section 667.5, which involves doing bodily harm to another person, for which the staff member was  
 31 convicted within five years prior to employment;
- 32 d. No person shall be on parole or probation;
- 33 e. No person shall participate in the criminal activities of a criminal street gang and/or  
 34 prison gang; and
- 35 f. No person shall have prior employment history of improper conduct, including but not  
 36 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or  
 37 inappropriate behavior with staff or residents at another treatment facility.



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

H. All program staff having direct contact with Participant shall, within the first (1st) year of employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall develop a written plan and provide ongoing training on topics related to alcohol and drug use on an annual basis. All staff training shall be documented and maintained as part of the training plan.

~~I.~~ I. Substance Use Disorder Staffing levels and qualifications shall meet the requirements of the State, Department of Health Care Services (DHCS) Counselor Certification Standards for California. All staff providing services shall be registered, licensed, and/or certified in accordance with state requirements and professional guidelines as applicable.

~~J. Staffing levels and qualifications shall meet the requirements of the CCR, Title 9, and/or the State Certification Standards for Residential Services.~~ All staff providing ~~treatment and case management~~ services shall be licensed, ~~registered,~~ and/or certified in accordance with ~~State Department of Health Care Services'~~ requirements, and professional guidelines, as applicable. At a minimum, one (1) licensed clinician must be hired full time to provide counseling services. Dual diagnosed Participants must be part of licensed staff caseload, and must provide group counseling services to all Participants. Additionally, licensed staff must provide supervision to non-licensed counseling.

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

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME» «UC\_DBA»  
JULY 1, 2014 THROUGH JUNE 30, 2016

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
 28 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
 29 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
 30 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
 31 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
 32 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
 33 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
 34 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
 35 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the  
 36 event:  
 37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //



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

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

#### 7 E. DATA SECURITY REQUIREMENTS

##### 8 1. Personal Controls

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

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

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

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

##### 34 2. Technical Security Controls

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

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

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

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

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

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

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

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

1) Upper case letters (A-Z)

2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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

### 3 3. Audit Controls

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

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

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

### 17 4. Business Continuity/Disaster Recovery Control

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

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

### 30 5. Paper Document Controls

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

37 //

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

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

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

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

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

## 22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME» «UC\_DBA»  
JULY 1, 2014 THROUGH JUNE 30, 2016

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

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

**A. DEFINITIONS**

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

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

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

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

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

6. "Notice-triggering Personal Information" shall mean the personal information identified in California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under California Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or

voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information.

1 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation  
2 with respect to health care providers participating in the program, and statutes or regulations that require  
3 the production of information, including statutes or regulations that require such information if payment  
4 is sought under a government program providing public benefits.

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

8 **B. TERMS OF AGREEMENT**

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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