

1 AGREEMENT FOR PROVISION OF
2 ADOLESCENT RESIDENTIAL RECOVERY SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND

6 ~~SOCIAL MODEL RECOVERY SYSTEMS, INC.~~
7 SOCIAL MODEL RECOVERY SYSTEMS, INC.
8 JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2018

9
10 THIS AGREEMENT entered into this 1st day of July ~~2014~~, 2016 which date is enumerated for
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 ~~SOCIAL MODEL RECOVERY SYSTEMS, INC., a California nonprofit corporation~~
13 ~~(CONTRACTOR).~~ SOCIAL MODEL RECOVERY SYSTEMS, INC., a California nonprofit
14 corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health
15 Care Agency (ADMINISTRATOR).

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

18
19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adolescent
20 Residential Recovery Services described herein to the residents of Orange County; and

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

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

24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms.....	6
III. Assignment of Debts.....	7
IV. Compliance	7
V. Confidentiality.....	910
VI. Cost Report.....	1011
VII. Debarment and Suspension Certification.....	13
VIII. Delegation, Assignment and Subcontracts.....	14
IX. Employee Eligibility Verification	15
X. Equipment	15
XI. Facilities, Payments and Services.....	1617
XII. Indemnification and Insurance	1617
XIII. Inspections and Audits.....	21
XIV. Licenses and Laws	22
XV. Literature, Advertisements, and Social Media.....	25
XVI. Maximum Obligation.....	26
<u>XVII. Minimum Wage Laws</u>	<u>26</u>
XVII. <u>XVIII.</u>	Nondiscrimination
27	
XVIII. <u>XIX.</u>	Notices
29	
XIX. <u>XX.</u> Notification of Death	30
XX. <u>XXI.</u> Notification Of of Public Events And and Meetings	30
XXI. <u>XXII.</u> Records Management and Maintenance	31
XXII. <u>XXIII.</u>	Research and Publication
32	
XXIII. <u>XXIV.</u>	Revenue
33	
XXIV. <u>Right to Work and Minimum Wage Laws</u>	29 <u>29</u>
XXV. Severability.....	30 <u>34</u>
XXVI. Special Provisions	34
XXVII. Status of Contractor	35

1	XXVIII. Term	36
2	XXIX. Termination	36
3	XXX. Third Party Beneficiary	38
4	XXXI. Waiver of Default or Breach.....	38
5	Signature Page	3539

TABLE OF CONTENTS

EXHIBIT A

PAGE

I. Services to be Provided	1
----------------------------------	---

EXHIBIT B

PAGE

I. Common Terms and Definitions	1
II. Budget	8
III. Payments	11
IV. Records	5
V. Reports	13
VI. Services	715
VII. Staffing	27

EXHIBIT B

C

PAGE

I. County Vehicle	1
II. Use of County Vehicle	1
III. Operator Qualifications	2
IV. Vehicle Log	3
V. Vehicle Maintenance	3
VI. Parking and Storage	4
VII. Reporting	4
VIII. Collisions	5

EXHIBIT D

PAGE

I. Business Associate Contract.....	1
-------------------------------------	---

EXHIBIT C

EXHIBIT E

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

REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2014~~2016 through June 30, ~~2016~~2018

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

Period Two means the period from July 1, ~~2015~~2017 through June 30, ~~2016~~2018

Aggregate Maximum Obligation:—

____ Period One Maximum Obligation: \$ _____ \$

~~1,787,317~~352,253

____ Period Two Maximum Obligation: _____

~~1,787,317~~352,253

____ TOTAL **AGGREGATE** MAXIMUM OBLIGATION: ~~—\$3,574,634~~ _____

_____ \$ 2,704,506

Basis for Reimbursement: Actual Cost

Payment Method: ~~Actual Cost~~ Monthly in Arrears

CONTRACTOR DUNS Number: 62-578-7742

CONTRACTOR TAX ID Number: 95-4079133

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~Social Model Recovery Systems, Inc.~~ Social Model Recovery Systems, Inc.
____ ~~223 East Rowland Street~~
____ ~~Covina, CA 91723~~
____ ~~ATTN: Jim O'Connell, CEO~~
____ ~~joconnell@socialmodel.com~~

1 223 E. Rowland Street

2 Covina, CA 91723

3 Jim O'Connell, CEO

4 iimo@socialmodel.com

6 **I. ~~ACRONYMS~~ ACRONYMS**

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

9 ~~A.~~ A. ADAS Alcohol and Drug Abuse Services

10 B. AES Advanced Encryption Standards

11 C. ARRA American Recovery and Reinvestment Act

12 D. BHS Behavioral Health Services

13 ~~E.~~ ~~B.~~ ~~ASRS~~ ~~Alcohol and Drug Programs Reporting System~~

14 ~~C.~~ CCC California Civil Code

15 ~~F.~~ ~~D.~~ CCR California Code of Regulations

16 ~~G.~~ ~~E.~~ CEO County Executive Office

17 ~~H.~~ ~~F.~~ CFR Code of Federal Regulations

18 ~~G.I.~~ CHPP COUNTY HIPAA Policies and Procedures

19 ~~J.~~ ~~H.~~ ~~CHS~~ ~~Correctional Health Services~~

20 ~~ICMPPA~~ Computer Matching and Privacy Protection Act

21 K. COI Certificate of Insurance

22 ~~J.~~ ~~D/MC~~ ~~Drug/Medi-Cal~~

23 ~~K.~~ L. DHCS Department of Health Care Services

24 ~~L.~~ ~~DPFS~~ ~~Drug Program Fiscal Systems~~

25 M. DoD US Department of Defense

26 N. DRS Designated Record Set

27 O. DSH Direct Service Hour

28 ~~P.~~ ~~N.~~ ~~ePHI~~ ~~Electronic Protected Health Information~~

29 ~~O.~~ GAAP Generally Accepted Accounting Principles

30 ~~P.~~ Q. HCA Health Care Agency

31 ~~R.~~ ~~Q.~~ HHS Health and Human Services

32 ~~R.S.~~ HIPAA Health Insurance Portability and Accountability Act of 1996, Public
33 Law 104-191

34 ~~S.T.~~ HSC California Health and Safety Code

35 ~~T.~~ U. IEA Information Exchange Agreement

36 V. IRIS Integrated Records and Information System

37 W. ISO Insurance Services Office

1	X. <u>MHSA</u> U. MHP	Mental Health Plan <u>Services Act</u>
2	V. OCJS	Orange County Jail System
3	W. OCPD	Orange County Probation Department
4	X. OCR	Office for Civil Rights
5	Y. OCSD	Orange County Sheriff's Department
6	<u>Y.</u> <u>NPI</u>	<u>National Provider Identifier</u>
7	<u>Z.</u> <u>NPP</u>	<u>Notice of Privacy Practices</u>
8	<u>AA.</u> <u>OIG</u>	<u>Office of Inspector General</u>
9	AB. AA. OMB	Office of Management and Budget
10	AC. AB. OPM	Federal Office of Personnel Management
11	AC. PA DSS	Payment Application Data Security Standard
12	AD. <u>PC</u>	<u>State of California Penal Code</u>
13	AE. PCIDSS	Payment Card Industry Data Security Standard <u>PEI</u>
14	<u>Prevention and Early Intervention</u>	
15	AF. <u>PHI</u>	<u>Protected Health Information</u>
16	AG. <u>PI</u>	<u>Personal Information</u>
17	AH. <u>PII</u>	<u>Personally Identifiable Information</u>
18	AI. <u>P&P</u>	<u>Policy and Procedure</u>
19	AJ. AH. PRA	Public Record Act
20	AK. <u>SFTS</u>	<u>Safe from the Start</u>
21	AL. <u>TOT</u>	<u>Train the Trainer</u>
22	AM. AI. SIR	Self Insured Retention
23	AJ. The <u>HITECH Act</u>	The <u>Health Information Technology for Economic and Clinical Health</u>
24		<u>Act, Public Law 111-005</u>
25	AN. AK. USC	United States Code
26	AO. <u>VPE</u>	<u>Violence Prevention Education</u>
27	AP. AL. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

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

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

6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure

1 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
2 grounds for termination of this Agreement as to the non-complying party.

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

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

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

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

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

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

1 Ineligible Person.

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

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

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

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

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

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

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

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

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

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

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

1 documentation requirements.

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

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

6 **V. CONFIDENTIALITY**

7
8 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
9 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
10 regulations, ~~including 42 USC 290dd 2 (Confidentiality of Records)~~, as they now exist or may hereafter
11 be amended or changed.

12 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
13 Agreement are Clients of the Orange County Mental Health services system, and therefore it may be
14 necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information
15 regarding specific Clients with COUNTY or other providers of related services contracting with
16 COUNTY.

17 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
18 consents for the release of information from all persons served by CONTRACTOR pursuant to this
19 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
20 Part 2.6, relating to confidentiality of medical information.

21 3. In the event of a collaborative service agreement between Mental Health services providers,
22 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
23 from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

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

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

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

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

8 9 **VI. COST REPORT**

10 A. CONTRACTOR shall submit separate Cost Reports for Period One~~;~~ and Period Two, or for a
11 portion thereof, to COUNTY no later than ~~forty five (45)~~sixty (60) calendar days following the period
12 for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the
13 individual and/or consolidated Cost Report in accordance with all applicable federal, state and
14 COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
15 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
16 and funding sources in accordance with such requirements and consistent with prudent business
17 practice, which costs and allocations shall be supported by source documentation maintained by
18 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
19 CONTRACTOR has multiple Agreements for mental health services that are administered by HCA,
20 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
21 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to
22 COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all
23 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

35 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of ~~the~~
36 ~~individual and/or consolidated~~ Cost Report setting forth good cause for justification of the request.
37 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be

1 | unreasonably denied.

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

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

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

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

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

35 | #

36 | #

37 | #

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

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____ for the cost report period
6 beginning _____ and ending _____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____

14
15 Name _____

16
17 Title _____

18
19 Date _____

20 _____"

21
22 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

23 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

37 5. Shall not knowingly enter into any lower tier covered transaction with a person who is

1 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
2 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
3 authorized by the State of California.

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

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

10 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

36 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
37 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations

1 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
2 the effective date of the assignment.

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

7 ~~ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of~~
8 ~~CONTRACTOR at one time.~~

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

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

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

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

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

24 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

35 **X. EQUIPMENT**

36 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
37

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

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

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

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

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

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

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

37 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the

1 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

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

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

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

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

17 **XII. INDEMNIFICATION AND INSURANCE**

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

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

35 ~~C.~~ C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
36 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
37 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for

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

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

11 upon review of CONTRACTOR's current audited financial report.

12 E. If CONTRACTOR ~~D. If CONTRATOR~~ fails to maintain insurance acceptable to
 13 COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

14 ~~E~~ F. QUALIFIED INSURER

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

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

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

<u>Limits</u>	<u>Coverage</u>	<u>Minimum</u>
	Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate	
	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
	Workers' Compensation	Statutory

Employers' Liability Insurance \$1,000,000 per occurrence

Network Security & Privacy Liability \$1,000,000 per claims made

Professional Liability Insurance ~~or per occurrence~~ \$1,000,000 per claims made

\$1,000,000 aggregate

Sexual Misconduct Liability ~~or per occurrence~~ \$1,000,000 per occurrence

GH. REQUIRED COVERAGE FORMS

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

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

HI. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving

1 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
2 elected and appointed officials, officers, agents and employees.

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

9 LM. If CONTRACTOR's Professional Liability policy is a "claims made" policy,
10 CONTRACTOR shall agree to maintain ~~professional liability~~ Professional Liability coverage for two (2)
11 years following completion of Agreement.

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

14 NO. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
15 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
16 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
17 adequately protect COUNTY.

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

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

26 ~~—Q~~
27 R. SUBMISSION OF INSURANCE DOCUMENTS

- 28 1. The COI and endorsements shall be provided to COUNTY as follows:
 - 29 a. Prior to the start date of this Agreement.
 - 30 b. No later than the expiration date for each policy.
 - 31 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
32 changes to any of the insurance types as set forth in Subparagraph ~~FG.~~ of this Agreement.
- 33 2. The COI and endorsements shall be provided to the COUNTY at the address as
34 ~~referenced~~ specified in the Referenced Contract Provisions of this Agreement.
- 35 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
36 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
37 have sole discretion to impose one or both of the following:

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

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

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

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

15 16 **XIII. INSPECTIONS AND AUDITS**

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

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

31 **C. AUDIT RESPONSE**

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

37 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement

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

7 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
 8 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under
 9 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
 10 Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within
 11 fourteen (14) calendar days of receipt.

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

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

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

22 23 **XIV. LICENSES AND LAWS**

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

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

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

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

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

1 name, date of birth, social security number, and residence address of each individual who owns an
2 interest of ten percent (10%) or more in the contracting entity;

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

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

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

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

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

- 19 1. ARRA of 2009.
- 20 2. ~~State of California, Department of Alcohol~~ WIC, Division 5, Community Mental Health
21 Services.
- 22 3. WIC, Division 6, Admissions and Judicial Commitments.
- 23 4. WIC, Division 7, Mental Institutions.
- 24 5. HSC, §§1250 et seq., Health Facilities.
- 25 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 26 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 27 8. CCR, Title 17, Public Health.
- 28 9. CCR, Title 22, Social Security.
- 29 10. CFR, Title 42, Public Health.
- 30 11. CFR, Title 45, Public Welfare.
- 31 12. USC Title 42, Public Health and Welfare.
- 32 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 33 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 34 15. 42 USC §1857, et seq., Clean Air Act.
- 35 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 36 17. ~~Drug Programs~~ 31 USC 7501.70, Federal Single Audit Assistance Guide Manual Act of
37 1984.

1 18. Policies and procedures set forth in Mental Health Services Act.

2 19. Policies and procedures set forth in DHCS Letters.

3 ~~20. 3. State of California, Department of Alcohol and Drug Programs, Alcohol and/or~~
 4 ~~Other Drug Program Certification Standards, March 2004.~~

5 HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

6 21. 31 USC 7501 – 7507, as well as its implementing regulations under ~~4. State of~~
 7 ~~California, Department of Social Services, Community Care Licensing Division requirements for Group~~
 8 ~~Homes:~~

9 ~~5. HSC, Divisions 10.5 and 10.6.~~

10 ~~6. HSC, §§11758.40 through 11758.47.~~

11 ~~7. HSC, §§11839 through 11839.22.~~

12 ~~8. HSC, §11864.~~

13 ~~9. HSC, §11876(a).~~

14 ~~10. HSC, §§123110 through 123149.5.~~

15 ~~11. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.~~

16 ~~12. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.~~

17 ~~13. 41 CFR, Public Contracts and Property Management.~~

18 ~~14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~

19 ~~15. 45 CFR 93, New Restrictions on Lobbying~~ 200,

20 Uniform

21 ~~16. 45 CFR 96.127(a), “Requirements regarding Tuberculosis”.~~

22 ~~17. 45 CFR 96.132(e), Additional Agreements.~~

23 ~~18. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~

24 ~~19. 45 CFR 160, General Administrative Requirements, Cost Principles, and Audit~~
 25 ~~Requirements~~ for

26 Federal Awards.

27 ~~20. 45 CFR 162, Administrative Requirements.~~

28 ~~21. 45 CFR 164, Security And Privacy.~~

29 ~~22. 48 CFR 9.4, Debarment, Suspension,~~ D. CONTRACTOR shall at all times be capable
 30 and Ineligibility.

31 ~~23. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use~~ authorized by the State of
 32 appropriated funds California to influence certain federal contracting provide treatment and financial
 33 transactions.

34 ~~24. 42 USC, Chapter 126, Equal Opportunity~~ bill for Individuals with Disabilities.

35 ~~25. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
 36 ~~Health Services Administration.~~

37 ~~26. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd 2, Confidentiality of Records.~~

1 ~~27. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health~~
 2 ~~services facilities and organizations.~~

3 ~~28. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative~~
 4 ~~Simplification.~~

5 ~~29. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol~~
 6 ~~Abuse and Alcoholism; National Institute on Drug Abuse.~~

7 ~~30. 42 USC 6101, Age Discrimination Act of 1975.~~

8 ~~31. 42 USC 2000d, Civil Rights.~~

9 ~~32. 42, Part 54, "Charitable choice regulations applicable provided to states receiving substance~~
 10 ~~abuse prevention and treatment block grants and/or projects for assistance in transition from~~
 11 ~~homelessness grants." Medi-Cal eligible Clients while working under the terms of this Agreement.~~

12 ~~33. 42 USC §§ 3601-3619, the Fair Housing Act.~~

13 ~~34. 8 USC, 1324, Immigration Reform & Control Act, 1986.~~

14 ~~35. CCC §§ 56 through 56.37, Confidentiality of Medical Information.~~

15 ~~36. CCC §§ 1798.80 through 1798.82, Customer Records.~~

16 ~~37. CCC § 1798.85, Confidentiality of Social Security Number.~~

17 ~~38. CCR, Title 9, Division 4; and Title 22.~~

18 ~~39. OMB Circulars A-87, A-89, A-110, A-122, and A-133.~~

19 ~~40. U.S. Department of Health and Human Services Grants Policy Statement.~~

20 ~~41. U.S. Department of Housing and Urban Development.~~

21 ~~42. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol~~
 22 ~~and Drug Programs, 2003.~~

23 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or
 24 waivers to provide Medi-Cal billable treatment services at school or other sites requested by
 25 ADMINISTRATOR.

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

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

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

37 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly

1 available social media sites) in support of the services described within this Agreement,
 2 CONTRACTOR shall develop social media ~~polices~~ policy and procedures and have them available to
 3 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
 4 forms of social media used to either directly or indirectly support the services described within this
 5 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use ~~Policy~~ policy and
 6 ~~Procedures~~ procedures as they pertain to any social media developed in support of the services described
 7 within this Agreement. CONTRACTOR shall also include any required funding statement information
 8 on social media when required by ADMINISTRATOR.

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

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

15 **XVI. MAXIMUM OBLIGATION**

16 A. The ~~Aggregate~~ Total Maximum Obligation of COUNTY for services provided in accordance
 17 with ~~all agreements~~ this Agreement, and the separate Maximum Obligations for ~~Adolescent Residential~~
 18 ~~Recovery Services during Period One and Period Two~~ each period under this Agreement, are as
 19 specified in the Referenced Contract Provisions of this Agreement. ~~This specific Agreement with~~
 20 ~~CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation~~
 21 ~~applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a~~
 22 ~~fraction of the Aggregate Maximum Obligations,~~ except as allowed for in Subparagraph B. below.

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

26 **XVII. MINIMUM WAGE LAWS**

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

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

37 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,

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

4 XVIII. NONDISCRIMINATION

5 A. EMPLOYMENT

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

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

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

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

28 5. All solicitations or advertisements for employees placed by or on behalf of
 29 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
 30 for employment without regard to ~~ethnic group identification~~, race, ~~religion, ancestry,~~ religious creed,
 31 color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition,~~
 32 ~~or~~ ancestry, physical ~~or~~ disability, mental disability, medical condition, genetic information, marital
 33 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran
 34 status. Such requirements shall be deemed fulfilled by use of the term EOE.

35 6. Each labor union or representative of workers with which CONTRACTOR and/or
 36 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 37

1 notice advising the labor union or workers' representative of the commitments under this
2 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
3 employees and applicants for employment.

4 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
5 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
6 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
7 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
8 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
9 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
10 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
11 §1688; -Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
12 (42 USC §6101); ~~and~~ Title 9,
13 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; ~~and~~ Title II of
14 the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all
15 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state
16 law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
17 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
18 or more of the factors identified above:

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

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

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

37 a. COUNTY shall establish a formal resolution and grievance process in the event

1 informal processes do not yield a resolution.

2 b. Throughout the problem resolution and grievance process, Client rights shall be
 3 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
 4 informed of their right to access the Patients' Rights Office at any time.

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

7 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 8 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 9 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990
 10 (42 USC 12101 et seq.), as applicable, pertaining to the prohibition of discrimination against qualified
 11 persons with disabilities in all programs or activities; and if applicable, as implemented in Title
 12 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

22 **XIX. NOTICES**

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

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

28 2. When faxed, transmission confirmed;

29 3. When sent by Email; or

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

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

36 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
 37

1 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
 2 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
 3 damage to any COUNTY property in possession of CONTRACTOR.

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

6
 7 **XX. ~~NOTIFICATION OF DEATH~~ NOTIFICATION OF DEATH**

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

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

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

18 2. WRITTEN NOTIFICATION

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

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

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

30
 31 **XXI. ~~NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~**

32 **NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

36 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
 37 of any applicable public event or meeting. The notification must include the date, time, duration,

1 location and purpose of public event or meeting. Any promotional materials or event related flyers must
2 be approved by ADMINISTRATOR prior to distribution.

4 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

8 ~~1. California Code of Regulation Title 22, §§70751(e), 71551(e), 73543(a), 74731(a), 75055(a),~~
9 ~~75343(a), and 77143(a).~~

10 ~~2. State of California, Department of ASRS manual.~~

11 ~~3. State of California, DPFS manual.~~

12 ~~4. State of California, Health and Safety Code §123145.~~

13 ~~5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

19 C. CONTRACTOR's participant, ~~client~~ Client, and/or patient records shall be maintained in a
20 secure manner. CONTRACTOR shall maintain participant, ~~client~~ Client, and/or patient records and
21 must establish and implement written record management procedures.

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

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

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

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

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

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

36 GE. CONTRACTOR may retain participant, ~~client~~ Client, and/or patient documentation
37 electronically in accordance with the terms of this Agreement and common business practices. If

1 documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

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

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

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

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

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

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

32 33 **XXIII. RESEARCH AND PUBLICATION**

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

37 #

XXIV. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with the fee system designated by ADMINISTRATOR. This Title 9 of the California Code of Regulations. Such fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person/client shall be denied services because of an inability to pay.

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

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

D.

~~XXIV. RIGHT TO WORK AND~~ OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.

MINIMUM WAGE LAWS

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

~~B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all~~

~~its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.~~

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

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

XXV. SEVERABILITY

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

XXVI. SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

13 ~~15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
14 injection of any illegal drug.~~

15 ~~16. Assisting, promoting, or deterring union organizing.~~

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

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

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

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

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

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

25 ~~5. 5. Purchasing or improving land, including constructing or permanently improving
26 any building or facility, except for tenant improvements.~~

27 ~~6. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
28 CONTRACTOR's ~~elients~~ Clients.~~

29 ~~7. Providing inpatient hospital services or purchasing major medical equipment.~~

30 ~~8. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
31 funds (matching).~~

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

36 **XXVII. STATUS OF CONTRACTOR**

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

12 **XXVIII. TERM**

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

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

24 **XXIX. TERMINATION**

25 A. Either party may terminate this Agreement, without cause, upon ~~thirty (30)~~ ninety (90) calendar
 26 ~~days~~ days written notice given to the other party.

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

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

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

37 //

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

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

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

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

11 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17
18 **XXX. THIRD PARTY BENEFICIARY**

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

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

24 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
25 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
26 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
27 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
28 Agreement.

29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 ~~SOCIAL MODEL RECOVERY SYSTEMS, INC.~~ SOCIAL MODEL RECOVERY SYSTEMS, INC.

5
6
7
8 BY: - _____ DATED: _____

9
10
11 TITLE: _____

12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: - _____ DATED: _____

20 HEALTH CARE AGENCY

21
22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29
30 BY: - _____ DATED: _____

31 DEPUTY

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT A
~~TO~~ AGREEMENT FOR PROVISION OF
~~ADULT~~ ADOLESCENT RESIDENTIAL RECOVERY SERVICES ~~FOR SPECIAL~~
~~POPULATIONS~~
BETWEEN
COUNTY OF ORANGE
AND
~~SOCIAL MODEL RECOVERY SYSTEMS, INC.~~
SOCIAL MODEL RECOVERY SYSTEMS, INC.
JULY 1, ~~2014~~ 2016 THROUGH JUNE 30, ~~2016~~ 2018

I. SERVICES TO BE PROVIDED

~~CONTRACTOR: Social Model Recovery Systems, Inc.~~

~~— CONTRACTOR agrees to provide the following Adolescent Residential Recovery Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2014 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.~~

~~Adolescent Residential Recovery Services as specified in Exhibit B~~ ~~☒~~

~~County Vehicle as specified in Exhibit C~~

~~Business Associate as specified in Exhibit D & E~~ ~~☒~~

~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~
~~#~~

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
ADULT RESIDENTIAL RECOVERY SERVICES FOR SPECIAL POPULATIONS
COMMON TERMS BETWEEN
COUNTY OF ORANGE
AND
SOCIAL MODEL RECOVERY SYSTEMS, INC.
JULY 1, 2014 THROUGH JUNE 30, 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. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to Clients into COUNTY’s IRIS Documentation also includes level, frequency, and duration of services received by Clients, and these services must be consistent with Clients’ level of impairments as well as treatment goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.

B. Administrative Support means individual(s) who is/are responsible for providing a broad range of office support to program and management staff that includes: answering and directing phone calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining tracking reports and files, and working on special projects, as assigned.

C. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to Clients into IRIS.

D. ~~1~~ Assessment means a service activity, which may include a clinical analysis of the history and current status of a Client’s mental, emotional, behavioral disorder, and relevant cultural issues. The Assessment also needs to include history of services being provided, Diagnosis, and use of testing procedures.

E. CalOMS means a statewide participant-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of substance use disorder services at State, County, and provider levels.

~~2. CESI and CEST are self-administered survey instruments designed to access participants’ motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.~~

~~3~~ F. Care Coordinator means an individual with a Bachelor’s degree in human services or related field who will be responsible for developing and leading the Family Team and guiding the evolution of a POC for a Client.

G. CEST-I (CESI) means the Client Evaluation of Self and Treatment completed at intake is a

1 motivational scale that represents stage of readiness including Problem Recognition, Desire for Help and
2 Treatment Readiness.

3 H. CEST-T (CEST) means the Client Evaluation of Self and Treatment at termination of treatment
4 is a motivational scale that represents perceived progress made while in Treatment.

5 I. Client means any individual, referred or enrolled, for services under the Agreement who is
6 living with mental, emotional, or behavioral disorders.

7 J. Collateral means significant support individual(s) in a Client's life and is/are used to define
8 services provided to the Client with the intent of improving or maintaining the mental health status of
9 the Client. The Client may or may not be present for this service activity.

10 K. Co-Occurring ~~is~~ means when a person has both a substance use disorder and a mental health
11 disorder at the same time.

12 ~~4~~ L. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is
13 provided to or on the behalf of a Client for a condition that requires more timely response than a
14 regularly scheduled visit. Service activities may include, but are not limited to: assessment, individual
15 therapy, collateral therapy, family therapy, case management, and psychiatric evaluation.

16 M. DATAR means Drug and Alcohol Treatment Access Report (DATAR) is the State Department
17 of Health Care Services (DHCS) system to collect data on Substance Use Disorder (SUD) treatment
18 capacity and waiting lists.

19 N. Diagnosis means identifying the nature of a Client's disorder. When formulating the diagnosis
20 of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current
21 edition of the Diagnostic and DSM published by the American Psychiatric Association or the
22 international Classification of Diseases (ICD) as directed by the Administrator. Diagnoses will be
23 recorded on all IRIS documents, as appropriate.

24 O. DSH means the time, measured in hours and portions of hours, that a clinician spends providing
25 services to Clients or others on behalf of Clients. DSH credit, both billable and non-billable minutes, is
26 obtained by providing mental health, case management, medication support, and crisis intervention
27 services to Clients open in IRIS.

28 P. Engagement means the process where a trusting relationship between CONTRACTOR's staff
29 and Client is developed over a short period of time, so CONTRACTOR and Client can develop a plan to
30 link the Client to appropriate services within the community. Engagement of the Client is the objective
31 of a successful outreach.

32 Q. Face-to-Face Contact means, as it pertains to a FSP, a direct encounter between
33 CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone,
34 email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct
35 encounter between staff and Client(s), regardless if another individual(s) is/are present or not.

36 R. Family Team means a group formed to meet the needs of a FSP eligible Client through
37 whatever means possible, and this team includes a program staff, the eligible Client, the Client's family

1 members, and other support individual(s) the family agrees to include on the team.

2 S. FSP means a program model described in COUNTY's MHSA plan that has been approved by
 3 the state. The MHSA plan describes how COUNTY will utilize MHSA funds to develop and implement
 4 treatment plans for mental health Clients through FSPs. A FSP is an evidence-based and strength-based
 5 model with the focus on the individual rather than the disease.

6 T. Group Home means a facility for housing youth and is licensed by Community Care Licensing
 7 under the provisions of CCR, Title 22, Division 6, et seq.

8 U. Head of Service means an individual ultimately responsible for overseeing the program and is
 9 required to be licensed as a mental health professional.

10 V. ICC Service means assessment and plan development services, to children and youth that
 11 qualify under the Katie A. Subclass, that must address the child/youth's mental health need(s) through
 12 the coordination of care with providers not primarily associated with mental health services such as the
 13 Social Services Agency, Probation Department, and schools (although the Client, collateral and mental
 14 health providers may also be present).

15 W. IHBS Service means intensive, individualized and strength-based interventions, with children
 16 and youth that qualify under the Katie A. Subclass, to assist the child/youth and his/her significant
 17 support persons to develop skills to achieve the goals and objectives of the child/youth's treatment plan.
 18 IHBS only includes Individual Rehabilitation and Collateral services. Mental Health Services other than
 19 Individual Rehabilitation and Collateral will be claimed separately from IHBS.

20 X. Intake means the initial ~~face-to-face~~ meeting between a ~~Participant and CONTRACTOR staff in~~
 21 ~~which specific~~ Client and CONTRACTOR's staff, and includes an evaluation of the Client to determine
 22 if the Client meets program criteria and is willing to seek services.

23 Y. IRIS means the ADMINISTRATOR's database system that collects Clients' information ~~about~~
 24 ~~the Participant is gathered including the ability to pay and standard admission forms pursuant to the~~
 25 ~~Agreement.~~

26 ~~5. IRIS means a collection of applications and databases that serve the needs of programs~~
 27 ~~within the HCA and includes functionality such as~~ such as ~~registration and scheduling,~~ scheduled
 28 appointments, laboratory information system, ~~billing~~ invoice and reporting capabilities, compliance with
 29 regulatory requirements, electronic medical records, and other relevant applications.

30 ~~6~~ Z. LCSW means a licensed individual, pursuant to the provisions of Chapter 14 of the
 31 California Business and Professions Code, who can provide clinical services to Clients. The license
 32 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
 33 individual has at least one (1) year of experience treating children and TAY.

34 AA. Licensed MFT means a licensed individual, pursuant to the provisions of Chapter 13 of the
 35 California Business and Professions Code, pursuant to the provisions of Chapter 14 of the California
 36 Business and Professions Code, who can provide clinical services to Clients. The license must be
 37 current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has

1 at least one (1) year of experience treating children and TAY.

2 AB. LPCC means a licensed individual, pursuant to the provisions of Chapter 13 of the California
 3 Business and Professions Code, pursuant to the provisions of Chapter 16 of the California Business and
 4 Professions Code, who can provide clinical service to Clients. The license must be current and in
 5 force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1)
 6 year of experience treating children and TAY.

7 AC. LPT means a licensed individual, pursuant to the provisions of Chapter 10 of the California
 8 Business and Professions Code, who can provide clinical services to Clients. The license must be
 9 current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has
 10 at least one (1) year of experience treating children and TAY.

11 AD. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6 of
 12 the California Business and Professions Code, who can provide clinical services to Clients. The license
 13 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
 14 individual has at least one (1) year of experience treating children and TAY.

15 AE. Linkage means connecting clients to ancillary services such as outpatient and/or residential
 16 treatment and supportive services which may include self-help groups, social services, rehabilitation
 17 services, vocational services, job training services, or other appropriate services.

18 AF. LVN means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California
 19 Business and Professions Code, who can provide clinical services to Clients. The license must be
 20 current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has
 21 at least one (1) year of experience treating children and TAY.

22 AG. Medi-Cal means the State of California's implementation of the federal Medicaid health care
 23 program which pays for a variety of medical services for children and adults who meet eligibility criteria.

24 AH. Medical Necessity ~~7. NIATx means the network for improvement of~~
 25 ~~addiction treatment, a model for improving business process.~~

26 ~~8. Non-Therapeutic Activities means work, school, and volunteer hours outside the facility,~~
 27 ~~chores, and recreation and socialization activities.~~

28 ~~9. Participant means a person who has a substance use disorder~~ Diagnosis, impairment,
 29 and intervention related criteria as defined in the COUNTY's MHP under Medical Necessity for whom
 30 a COUNTY approved intake and admission for Medi-Cal reimbursed Specialty Mental Health Services.

31 AI. Medication Support Services means services provided by licensed physicians, registered nurses,
 32 or other qualified medical staff, which include: prescribing, administering, dispensing and monitoring of
 33 psychiatric medications or biologicals that are necessary to alleviate symptoms of mental illness. These
 34 services also include evaluation and documentation of the clinical justification and effectiveness of
 35 medication, dosage, side effects, compliance, and response to medication. In addition, the licensed
 36 physicians, registered nurses, or other qualified medical staff must obtain informed consent from Clients
 37 prior to providing medication education and plan development related to the delivery of these services

1 and/or Assessment to Clients.

2 AJ. Mental Health Services means an individual or a group therapy and intervention being provided
 3 to Clients that is designed to reduce mental disability and restores or improves daily functioning. These
 4 Mental Health Services must be consistent with goals of learning and development, as well as
 5 independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a
 6 component of adult residential services, crisis residential treatment services, Crisis Intervention, crisis
 7 stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not
 8 limited to: Assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services
 9 may be either Face-to-Face Contact, or by telephone with Clients or significant support individuals, and
 10 services may be provided anywhere in the community.

11 AK. Rehabilitation Service means an activity which includes assistance to improving, maintaining,
 12 or restoring a Client's or group of Clients' functional skills, daily living skills, social and leisure skill,
 13 grooming and personal hygiene skills, meal preparation skills, support resources and/or medication
 14 education.

15 AL. TCM/Targeted Case Management means services that assist a Client to access needed medical,
 16 educational, social, prevocational, vocational, rehabilitative, or other community services. These
 17 service activities may include, but are not limited to: communicating and coordinating services through
 18 referral; monitoring service delivery to ensure Clients' access to service and the service delivery system;
 19 and tracking of Clients' progress and plan development.

20 AM. TBS means one-on-one behavioral interventions with a Client, which is designed to reduce or
 21 eliminate targeted behaviors as identified in the Client's treatment plan. Collateral services are also
 22 provided to parent(s)/guardian(s) as part of TBS. Clients must be Medi-Cal eligible and meet TBS class
 23 membership and service need requirements. Documentation in the medical record must support Medical
 24 Necessity for these intensive services. Cases in which Clients are receiving more than twenty (20) hours
 25 per week of TBS or those who are expected to receive more than four months (120 days) of TBS must
 26 be approved by ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are
 27 delivering these intervention services to ensure they are qualified to deliver these services.

28 AN. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
 29 means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients,
 30 which may include family Therapy with Client being present.

31 AO. MHSA means the State of California law that provides funding for expanded community
 32 Mental Health Services. It is also known as "Proposition 63."

33 AP. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental
 34 health field or has a high school diploma along with two (2) years of experience delivering services in a
 35 mental health field.

36 AQ. Mentoring Services means a service that provides support to Clients by building a structured
 37 and trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is

1 a peer or older individual who provides one-to-one contact and support in the following areas to assist
 2 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help
 3 and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and linking the
 4 Client(s)/parent(s)/guardian(s) to other services within the COUNTY and contract operated programs.

5 AR. NPI means the standard unique health identifier that was adopted by the Secretary of HHS
 6 Services under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals,
 7 and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions.
 8 The NPI is assigned for life.

9 AS. NOA-A means a Medi-Cal requirement that informs the beneficiary that she/he is not entitled to
 10 any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all
 11 beneficiaries requesting an Assessment for services and found not to meet the Medical Necessity criteria
 12 for specialty Mental Health Services.

13 AT. NPP means a document that notifies Clients of uses and disclosures of PHI. The NPP may be
 14 made by, or on behalf of, the health plan or health care provider as set forth in the of 1996 HIPAA.

15 AU. Nurse Practitioner means a medical professional with an advanced degree in nursing that
 16 performs a variety of duties in care settings focused around a nursing model.

17 AV. Outreach means linking potential Clients to appropriate Mental Health Services within the
 18 community. Outreach activities will include educating the community about the services offered and
 19 requirements for participation in the various mental health programs within the community. Such
 20 activities may result in the CONTRACTOR developing Referral sources for Clients from programs
 21 being offered within the community.

22 AW. PBM Company means a company contracted by the COUNTY that manages the medication
 23 benefits for Clients that are qualified for medication benefits.

24 AX. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical
 25 Psychology and is registered with the Board of Psychology as a Registered Psychologist or
 26 Psychological Assistant, while acquiring hours for licensing and providing services under a waiver in
 27 accordance with WIC section 575.2. The waiver may not exceed five (5) years.

28 AY. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or MFT,
 29 PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT intern,
 30 while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

31 AZ. Program Director means an individual who is responsible for all aspects of administration and
 32 clinical operations of the mental health program, including development and adherence to the annual
 33 budget. This individual will also be responsible for the following: hiring, development and
 34 performance management of professional and support staff, and ensuring mental health treatment
 35 services are provided in concert with COUNTY and state rules and regulations.

36 BA. PHI means individually identifiable health information usually transmitted through electronic
 37 media. PHI can be maintained in any medium as defined in the regulations, or for an entity such as a

1 health plan, transmitted or maintained in any other medium. It is created or received by a covered entity
 2 and is related to the past, present, or future physical or mental health or condition of an individual,
 3 provision of health care to an individual, or the past, present, or future payment for health care provided
 4 to an individual.

5 BB. Psychiatrist means an individual who meets the minimum professional and licensure
 6 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of
 7 experience treating children and TAY.

8 BC. Psychology Student or Psychology Intern means an individual who is in school pursuing a
 9 Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in
 10 order to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not
 11 exceed (5) years.

12 BD. QIC means a committee that meets quarterly to review one percent (1%) of all "high-risk"
 13 Medi-Cal Clients in order to monitor and evaluate the quality and appropriateness of services provided.
 14 At a minimum, the committee is comprised of one (1) ADMINSTRATOR, one (1) clinician, and one (1)
 15 physician who are not involved in the clinical care of the cases.

16 BE. RCL/Rate Classification Level Group Home means a Group Home reviewed by the State
 17 Department of Social Services, Foster Care Rates Bureau, that meets the requirements for a RCL of 1 to
 18 14, to provide eligible minors room and board and supervision.

19 BF. Referral means effectively linking Clients to other services within the community and
 20 documenting follow-up provided within five (5) business days to assure that Clients have been
 21 completed pursuant to the Agreement, as appropriate, made contact with the referred service(s).

22 ~~10. Program Protocol means the written program description, goals, objectives, and policies~~
 23 ~~established by CONTRACTOR for the residential treatment program provided pursuant to the~~
 24 ~~Agreement.~~

25 ~~11. Residential Recovery Treatment means substance use disorder and other drug treatment~~
 26 ~~services that are provided to Participants at a supervised twenty-four (24)-hour residential recovery~~
 27 ~~program. Services are provided in an alcohol and drug-free environment with treatment for substance~~
 28 ~~use disorders. These services are provided in a non-medical, residential setting that has been licensed~~
 29 ~~and certified by the State.~~

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

33 ~~13. Structured Activities means activities including Therapeutic and Non-Therapeutic~~
 34 ~~Activities designed to meet treatment goals.~~

35 ~~14. Therapeutic Activity means activities such as individual counseling, groups, and self help~~
 36 ~~groups, but excludes chores and recreational activities. These activities shall incorporate best practices~~
 37 ~~and evidence-based approaches~~

BG. RN means a licensed individual, pursuant to the provisions

1 of Chapter 6 of the California Business and Professions Code, who can provide clinical services to
2 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
3 preferred that the individual has at least one (1) year of experience treating children and TAY.

4 BH. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate
5 program and is/are accumulating supervised work experience hours as part of field work, internship, or
6 practicum requirements. Acceptable programs include all programs that assist students in meeting the
7 educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist, a Licensed
8 PCC, or to obtain a Bachelor’s degree. Individuals with graduate degrees and have two (2) years of full-
9 time experience in a mental health setting, either post-degree or as part of the program leading to the
10 graduate degree, are not considered as students.

11 BI. Supervisory Review means ongoing clinical case reviews in accordance with procedures
12 developed by the COUNTY to determine the appropriateness of the Diagnosis and treatment plan for
13 Clients, as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting
14 standards. Supervisory Review is conducted by the program/clinic director or designee.

15 BJ-

16 ~~15. Therapeutic Group means activities such as individual counseling, groups, self help~~
17 ~~meetings, but excludes chores and recreational activity.~~

18 ~~16. Token~~ means the security device which allows an individual end-user to access the
19 HCA ADMINISTRATOR’s computer based IRIS.

20 BK. UMDAP means the method used for determining the annual Client liability for mental health
21 services received from the COUNTY’s mental health system and is set by the State of California.

22 BL. Wraparound Orange County means the wraparound program administered by COUNTY’s SSA
23 and is available to children and TAY who are returning from or being considered for placement in group
24 homes.

26 **II. BUDGET**

27 A. ~~17. Unit of Service means one (1) calendar day during which services are provided to a~~
28 ~~Participant pursuant to the Agreement. The day of admission is included. The day of discharge is~~
29 ~~excluded. If both admission and discharge occur on the same day, the day is considered a day of~~
30 ~~admission and counts as a full day.~~

31 ~~B. COUNTY shall pay CONTRACTOR and ADMINISTRATOR may mutually agree, in writing,~~
32 ~~to modify the Common Terms and Definitions in accordance with the Payments Paragraph of~~ this
33 Exhibit BA to the Agreement.

34 #
35 #
36 #
37 #

H. BUDGET

~~A.~~ The and the following ~~budget is~~ budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
Indirect Cost Costs	\$100,931	\$100,931	\$ 201,862
	180,015	180,015	360,030
SUBTOTAL ADMIN	\$100,931	\$100,931	\$ 201,862
ADMINISTRATIVE COST	180,015	180,015	360,030
PROGRAM COSTS COST			
Salaries	\$324,065	\$324,065	\$ 648,130
	617,959	617,959	1,235,918
Benefits	97,219	97,219	194,438
	180,499	180,499	360,998
Services and Supplies	251,590	251,590	503,180
	373,780	373,780	747,560
Subcontracts	0	0	0
SUBTOTAL	\$672,874	\$672,874	\$1,345,748
PROGRAM COSTS COST	72,238	\$1,172,238	\$2,344,476
TOTAL GROSS COST	\$773,805	\$773,805	\$1,547,610
	2,253	52,253	704,506
REVENUE			
Participant Fees SAPT	\$	\$	\$
	40,000	40,000	80,000
	253	235	06
Donations	0	0	0
Corporate Contributions	13,295	13,295	26,590
TOTAL REVENUE	\$	\$	\$
	53,295	53,295	106,590
	253	2,253	506
MAXIMUM OBLIGATION	\$720,510	\$720,510	\$1,441,020
	2,253	52,253	04,506

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items; for the purpose of meeting specific program needs or for providing continuity of care to its ~~consumers~~ members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which ~~will~~ shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining ~~annual~~ impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

~~— C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

~~Budget Paragraph of this Exhibit B to the Agreement.~~

D. CFDA Information

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

CFDA#: ~~93.959~~

Program Title: ~~Block Grants for Prevention and Treatment of Substance Abuse~~

Federal Agency: ~~Department of Health and Human Services~~

Award Name: ~~Negotiated Net Amount/Drug Medi-Cal Contract~~

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

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

III. PAYMENTS

~~E. A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A~~

1 to the Agreement.

3 III. PAYMENTS

4 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of
 5 \$112,688 per month as specified in the Referenced Contract Provisions of the Agreement. All payments
 6 are interim payments only, and subject to Final Settlement in accordance with the Cost Report
 7 Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual ~~costs~~ cost of
 8 providing the services ~~described hereunder, less revenues which are actually received by~~
 9 CONTRACTOR; provided, however, ~~that~~ the total of such payments does not exceed COUNTY's
 10 Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and,
 11 provided further, CONTRACTOR's costs are ~~allowable~~ reimbursable pursuant to ~~county~~ COUNTY,
 12 state, and federal regulations. ~~Non-compliance will require the completion of CAPs~~
 13 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
 14 provisional amount specified above has not been fully paid.

15 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
 16 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
 17 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 18 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

19 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
 20 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
 21 reduce payments to CONTRACTOR by an amount not to exceed the difference between the
 22 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
 23 incurred by CONTRACTOR. ~~If CAPs are not completed within timeframes as determined by~~
 24 ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is
 25 ineligible to provide services due to non-compliance with licensure and/or certification standards of the
 26 State, or County, ADMINISTRATOR may elect to reduce County's maximum obligation proportionate
 27 to the length of time

28 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that
 29 CONTRACTOR is ineligible to provide the provisional amount payments are less than the actual cost of
 30 providing services.

31 ~~B. PAYMENT METHOD~~ COUNTY shall pay CONTRACTOR monthly in arrears the actual
 32 cost of the services, less revenues that are actually received, ADMINISTRATOR may authorize an
 33 increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the
 34 difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-
 35 date actual cost incurred by CONTRACTOR ~~provided, however, that the total of such payments shall~~
 36 ~~not exceed the COUNTY's Maximum Obligation. CONTRACTOR's~~

37 B. CONTRACTOR's invoices shall be on a form approved or ~~provided~~ supplied by

ADMINISTRATOR and ~~shall~~ provide such information as is required by ADMINISTRATOR. Invoices are due ~~by the twentieth (20th) calendar~~ tenth (10th) day of each month, ~~and payments.~~ Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice ~~form~~.

~~—C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Agreement. Invoices received after the due date may not be paid in accordance with Payments Paragraph of this Exhibit B to the Agreement.~~

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

~~—E. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit B to the Agreement. ADMINISTRATOR may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.~~

~~—F~~ D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

~~H. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter units of service into the COUNTY IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) business days from notification by ADMINISTRATOR.~~

~~—I~~ F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit B ~~A~~ to the Agreement.

IV. RECORDS

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

~~——1. Treatment plans which shall be completed and documented within fourteen (14) calendar days in the Participant's record from the date of admission.~~

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

~~—B FINANCIAL RECORDS—CONTRACTOR shall prepare and maintain accurate and complete~~

1 ~~financial records of its costs and operating expenses. Such records shall reflect the actual costs of the~~
 2 ~~type of service for which payment is claimed in accordance with GAAP, the ASRS Manual, and the~~
 3 ~~DPFS Manual.~~

4 ~~1. Any apportionment of or distribution of costs, including indirect costs, to or between~~
 5 ~~programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with~~
 6 ~~GAAP, the ASRS Manual, and the DPFS Manual.~~

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

9 **IV. REPORTS**

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

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

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

22 **V. REPORTS**

23 ~~A. MONTHLY PROGRAMMATIC~~

24 ~~1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,~~
 25 ~~including information required and on a form approved or provided by ADMINISTRATOR. These~~
 26 ~~monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th)~~
 27 ~~business day of the month following the report month.~~

28 ~~2. CONTRACTOR shall be responsible to include in the monthly programmatic report any~~
 29 ~~problems in implementing the provisions of the Agreement, pertinent facts or interim findings,~~
 30 ~~staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for~~
 31 ~~any changes.~~

32 ~~B. FISCAL~~

33 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 34 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 35 ADMINISTRATOR and shall report actual costs and revenues for ~~each of the~~
 36 ~~CONTRACTOR's~~ CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of
 37

1 this Exhibit ~~BA~~ to the Agreement. ~~The reports shall~~ Any changes, modifications, or deviations to any
 2 approved budget line item must be received approved in advance and in writing by ADMINISTRATOR
 3 ~~no later than fifteen (15) calendar days following the end of the month reported.~~ and annotated on the
 4 monthly Expenditure and Revenue Report, or said cost
 5 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no
 6 later than twenty (20) calendar days following the end of the month being reported.

7 2. CONTRACTOR shall submit Year-~~End~~ Projection Reports ~~on a quarterly basis~~ to
 8 ADMINISTRATOR.— These reports shall be on a form acceptable to, or provided by,
 9 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
 10 CONTRACTOR's program(s) ~~or cost center(s)~~ described in the Services Paragraph of this Exhibit ~~BA~~
 11 to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated
 12 monthly costs and revenue to the end of the fiscal year, and shall include a projection narrative
 13 justifying the year-end projections. Year-~~End~~ Projection Reports shall be submitted in
 14 conjunction with the ~~monthly~~ Monthly Expenditure and Revenue Reports ~~and shall be due on the~~
 15 ~~following dates: October 15, January 15, and April 15 for each Period.~~

16 ~~C. MONTHLY IRIS~~ B. STAFFING REPORT – CONTRACTOR shall submit monthly
 17 Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information,
 18 and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit
 19 these reports no later than twenty (20) calendar days following the end of the month being reported.

20 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
 21 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
 22 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings
 23 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
 24 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
 25 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
 26 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth
 27 (20th) calendar day following the end of the month being reported.

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

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

36 ~~EF~~ ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall
 37 make such additional reports as required by ADMINISTRATOR concerning

1 ~~CONTRACTOR's~~ CONTRACTOR's activities as they affect the services hereunder.
2 ADMINISTRATOR ~~will~~shall be specific as to the nature of ~~the~~ information requested and ~~the~~
3 ~~timeframe the information is needed~~ allow thirty (30) calendar days for CONTRACTOR to respond.

4 ~~F~~G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
5 Reports Paragraph of this Exhibit ~~B~~A to the Agreement.

6
7 **VI. SERVICES**

8 ~~A. FACILITY~~

9 **V. SERVICES**

10 A. FACILITIES - CONTRACTOR shall operate a licensed and certified alcohol and drug abuse
11 residential ~~programs~~ program to include services in accordance with the standards established by the
12 COUNTY, the State, and the California Department of Social Services within the specifications stated
13 below, unless otherwise authorized by the Administrator. CONTRACTOR shall provide Substance Use
14 Disorder Adolescent Residential Recovery Services within a licensed and certified adolescent facility.
15 Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain
16 regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the
17 year. ~~These services shall be provided at 525 N. PARKER ST., ORANGE, CA 92867 or at any other~~
18 ~~facility approved in advance, in writing, by ADMINISTRATOR;~~ as specified below:

19
20 Touchstones
21 525 N. Parker St.
22 Orange, CA 92867

23
24 B. PERSONS TO BE SERVED - CONTRACTOR shall serve male and female adolescents ages
25 twelve (12) and/or eligible for ninth (9th) grade through seventeen (17) years of age, who have
26 abstained from substance use for at least 24 hours; have a diagnosis of a substance use disorder, and
27 demonstrate a need for an alcohol and drug abuse residential setting. Participants who are eighteen (18)
28 years of age, but who are admitted into the program prior to such age, may continue in the program until
29 completion or termination with the approval of ADMINISTRATOR.

30 ~~C.~~ C. CONTRACTOR's administrative staff holiday schedule shall be consistent with
31 COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by
32 ADMINISTRATOR.

33 D. ADMISSIONS FOR ADOLESCENT RESIDENTIAL SERVICES

34 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
35 with the program's rules and regulations. Said persons shall include persons living with HIV virus, as
36 well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-
37 occurring disorder. Person with a co-occurring disorder and others who require prescribed medication

1 shall not be precluded from acceptance or admission solely based on their licit use of prescribed
 2 medications. Persons having a concurrent diagnosis of mental illness will be served in accordance with
 3 Federal Substance Abuse Prevention and Treatment Block Grant Program requirements and COUNTY
 4 guidelines.

5 2. CONTRACTOR shall have a policy that requires Participant who shows signs of any
 6 communicable disease, or through medical disclosure during the intake process, admit to a health related
 7 problem that would put others at risk, to be cleared medically before services are provided by the
 8 program.

9 3. ADMISSION POLICY - CONTRACTOR shall establish and make available to the public,
 10 a written admission policy, which shall include, but not be limited to the following treatment priorities:

- 11 a. COUNTY administrative referrals.
- 12 b. First priority for admission shall be given to pregnant injection drug users.
- 13 c. Second priority for admission is pregnant substance abusers.
- 14 d. Third priority for admission is injection drug users.
- 15 e. Fourth priority for admission shall be given to all other substance abusers.
- 16 f. Referrals of Participants completing detox

17 4. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county
 18 regulations.

19 ~~5. CONTRACTOR shall only admit into recovery an individual approved by~~
 20 ~~ADMINISTRATOR upon receiving the Treatment Authorization form.~~

21 ~~6~~ 5. CONTRACTOR shall have the right to refuse admission of a person only in
 22 accordance with its written admission policy; provided, however, CONTRACTOR complies with the
 23 Nondiscrimination provisions of this Agreement.

24 76. CONTRACTOR shall discharge Participants who are away from the facility for more than
 25 seven (7) calendar days, unless authorized by ADMINISTRATOR.

26 ~~D~~E. WAITING LISTS ~~E~~E CONTRACTOR shall maintain waiting lists which satisfy the following
 27 requirements:

28 1. Only individuals who have been screened to determine eligibility for admission are on the
 29 waiting list.

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

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

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

1 CONTRACTOR.

2 ~~5. E. INTERIM SERVICES~~ All individuals who have been screened and determined to
 3 meet eligibility for admission will be enrolled in the Outpatient Treatment Program while awaiting entry
 4 into the residential program.

5 F. INTERIM SERVICES – All persons who are not admitted into a residential program within
 6 fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list for
 7 admission, shall be provided interim services. Interim services shall consist of: TB counseling,
 8 voluntary testing, referral for medical evaluation, if appropriate, and HIV education, HIV risk
 9 assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant
 10 adolescents, interim services shall also include counseling on the effects of alcohol and drugs on the
 11 developing fetus; and referral to prenatal medical care services. Interim services may be provided
 12 directly or by referral to the COUNTY or another appropriate provider and given to prospective
 13 Participants within 48 hours. Provision of interim services shall be documented on the DATAR and
 14 reported monthly to the State.

15 FG. UNITS OF SERVICE

16 ~~1. CONTRACTOR~~ shall provide a minimum of ~~4,855 Units~~ six thousand nine hundred thirty
 17 five (6,935) bed days of ~~Service for adolescents.~~

18 ~~2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing,~~ residential to
 19 ~~adjust the Units of Service set forth in the Services Paragraph of this Exhibit B to the Agreement~~ youth
 20 described above.

21 GH. RESIDENTIAL ADOLESCENT RECOVERY SERVICES

22 1. CONTRACTOR shall provide an alcohol and drug-free residential program to Adolescent
 23 Participants for no more than one hundred eighty (180) days of treatment within specifications stated
 24 below, unless otherwise authorized by ADMINISTRATOR. Each Participant shall be restricted to the
 25 premises of the facilities ~~listed within the Agreement~~ for the first thirty (30) calendar days of the
 26 program. Exceptions for restriction to the premises shall be allowed for medical and psychiatric
 27 services, or other staff-approved activities under CONTRACTOR supervision. Uninsured Participants
 28 shall be provided assistance in securing Affordable Health Care benefits.

29 2. CONTRACTOR shall not allow any Participant to remain more one hundred eighty (180)
 30 days in its residential component without prior written approval of ADMINISTRATOR. The program
 31 shall include alcohol and drug abuse education, recovery planning, recreational programming, group
 32 discussion for adolescent alcohol and other drug abusers within a supportive residential environment,
 33 linkages to school districts for the continuation of education, vocational planning referrals to
 34 appropriate ancillary services, and aftercare or continuing support as needed.

35 3. ~~CO-OCCURRING DISORDERS:~~ ~~CONTRACTOR~~ shall provide rehabilitative and
 36 recovery services to Participants with co-occurring disorders and ensure that such services address the
 37 relationship between the two diagnoses throughout treatment

- 1 4. RESIDENTIAL RECOVERY PROGRAM shall consist of the following:
- 2 a. Screening – Prior to admission into program, CONTRACTOR shall screen individuals
- 3 for appropriate placement into program and length of stay.
- 4 b. Program Orientation – ~~During the first seventy two (72) hours of a Participant's~~ Upon
- 5 admission into the Program, CONTRACTOR shall provide an orientation of the program for both the
- 6 participant and involved family members. The Program Orientation shall include, but not be limited to:
- 7 1) Overview of Program structure and schedules
- 8 2) Program rules and regulations
- 9 3) Policies regarding participant fees
- 10 4) Participant rights
- 11 5) Assignment of a counselor
- 12 6) Staff Code of Conduct
- 13 7) Continuing care services
- 14 c. Assessment – Within ~~seven (7)~~ three (3) calendar days of admission, CONTRACTOR
- 15 shall provide a standardized, comprehensive risk and needs assessment on each Participant which both
- 16 assesses alcohol/drug abuse history, family history, mental and emotional status, legal status,
- 17 educational and vocational background as well as daily living skills, stress management, literacy,
- 18 employment, education, and money management. ~~CalOMS may also be used as an Assessment Tool.~~
- 19 ~~Assessment tools shall be co-occurring capable, meet best practice standards and may include ASI,~~
- 20 ~~CalOMS or other assessment tools that are completed and signed by staff and Participant. The tool shall~~
- 21 ~~be approved by ADMINISTRATOR~~ CalOMS and CES-I will be used as assessment tools.
- 22 d. Treatment/Recovery Plan – CONTRACTOR shall develop an individualized
- 23 treatment/recovery plan with each Participant within ~~fourteen (14)~~ seven (7) calendar days of admission
- 24 into the Program which shall be based upon the Participant's needs identified in the assessment process.
- 25 Each treatment plan shall include identification of a minimum of three (3) problem areas, including a
- 26 drug and/or alcohol problem, individualized long and short term goals for addressing the identified
- 27 needs with, action steps, target dates and dates of resolution for each. Every fourteen (14) calendar
- 28 days, CONTRACTOR shall review and document, with the Participant, and document, in the progress
- 29 notes, the Participant's progress on the treatment/recovery plan. CONTRACTOR shall update the
- 30 treatment plan when a change in problem identification, focus of recovery or treatment occurs, or, no
- 31 later than ~~ninety (90)~~ sixty (60) calendar days after signing the initial treatment plan, and no later than
- 32 every ~~ninety (90)~~ sixty (60) calendar days thereafter, whichever comes first.
- 33 e. Structured Therapeutic Activities – Residential Recovery services shall consist of a
- 34 minimum of twenty (20) hours of structured activity per week of which Participants must engage in a
- 35 minimum of fourteen (14) hours of therapeutic activity per week; and shall include, at a minimum, the
- 36 following:
- 37 1) Individual Counseling – CONTRACTOR shall provide individual counseling to

1 Participants.

2 2) Group Counseling – CONTRACTOR shall provide counseling within a group
3 setting to Participants. Group interventions and activities may include, but are not limited to process
4 groups, seminars and educational groups, house and community group meetings, and/or practical life
5 skills group activities.

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

13 f. Non-Therapeutic Structured Activities – CONTRACTOR shall provide a minimum of
14 six (6) hours of non-therapeutic structured activity per week that includes work, school, and volunteer
15 hours outside the facility, chores, and recreation and socialization activities. Recreational and
16 Socialization activities for Participant may include, but are not limited to:

- 17 1) Teach the concepts of rules, teamwork, and sportsmanship.
- 18 2) Provide guidance on use of recreational or leisure time.

19 g. Treatment Activities–

20 1) CONTRACTOR shall design Treatment Activities to interrupt negative alcohol or
21 other drug abuse lifestyle factors, address denial, and assist the Participant’s adjustment to a sober
22 environment.

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

26 ~~3) CONTRACTOR shall not encourage Participants to seek employment opportunities~~
27 ~~during the first thirty (30) calendar days of their treatment.~~

28 h. ~~Resocialization:~~

29 ~~1) As part of the resocialization process, CONTRACTOR staff shall finalize exit plans~~
30 ~~with the Participant.~~

31 ~~2) During Resocialization, CONTRACTOR shall obtain documentation from~~
32 ~~Participants regarding efforts to obtain employment.~~

33 ~~i. Transition/Exit Planning – CONTRACTOR shall begin discharge planning~~
34 ~~immediately ~~after~~upon enrollment. CONTRACTOR shall develop a formal exit plan no later than~~
35 ~~fourteen (14)- calendar days prior to Participant’s planned discharge from the program. The transition~~
36 ~~and exit plan shall be completed and signed by CONTRACTOR staff and Participant. The transition~~
37 ~~and exit plan shall include:~~

1) Identifying the Participant's achievements while in the Residential Recovery program such as meeting or progressing towards educational or vocational goals.

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

3) A continuing treatment exit plan that includes referral and linkage and transition of the Participant to an appropriate support service such as self-help groups, alumni groups, outpatient treatment, other support services such as vocational rehabilitation, job training, and other services. CONTRACTOR shall make best efforts to schedule an appointment for outpatient services, if needed, and documents this in the Participant's chart. The continuing treatment plan shall also include the goals identified in the Participant's treatment plan.

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

5) CONTRACTOR shall provide linkage to outpatient treatment, support services such as self-help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.

j. DISCHARGE SUMMARY – CONTRACTOR shall develop written procedures regarding participant discharge. Written criteria for the discharge summary shall include:

1) Reason for discharge

2) Description of treatment episodes or recovery services

3) Current alcohol and/or drug usage at discharge

4) Vocational and educational achievements

5) Legal status

6) Linkages and referrals made

7) Participants comments

8) A description of the Participant's goals and achievement towards those goals as described in the Participant's treatment plan.

k. Graduation – CONTRACTOR shall consider all Participants to be graduated upon completion of their residential treatment program in accordance with the treatment plan.

l. Continuing Care – CONTRACTOR may operate a Continuing Care Program following graduation and Participant's release to community residence. Continuing Care should consist of activities supportive of continuing sobriety and community integration.

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

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

o. Collateral Services – CONTRACTOR shall provide as appropriate, individual and group sessions for Participant's family members or significant others, ~~excluding professionals such as~~

1 ~~employers or doctors~~, to address varied systems dynamics, which could contribute to the Participant's
 2 relapse, and potential or actual use. Collateral services shall include the Participant unless determined by
 3 the Counselor.

4 p. Supervision – CONTRACTOR shall provide adolescent Participant supervision in
 5 accordance with Community Care Licensing and CONTRACTOR's policies and procedures.

6 q. Education Access – CONTRACTOR shall ensure that each adolescent Participant has
 7 access to educational services required by federal, state, and local Education Codes.

8 5. HEALTH, MEDICAL, PSYCHIATRIC, AND EMERGENCY SERVICES

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

12 1) The health questionnaire is a Participant's self-assessment of his/her current health
 13 status and shall be completed by Participant. CONTRACTOR shall review and approve the health
 14 questionnaire form prior to Participant's admission to the program. The completed health questionnaire
 15 shall be signed and dated by CONTRACTOR and Participant.

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

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

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

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

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

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

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

29 f. CONTRACTOR shall provide tuberculosis (TB) services directly to the Participants or
 30 by referral to the COUNTY or another appropriate provider. TB services shall be provided within seven
 31 (7) calendar days of admission. These TB services shall consist of the following:

32 1) Counseling with respect to TB;

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

35 3) Provision for, or referral of, infected Participants for medical evaluation, treatment
 36 and clearance. CONTRACTOR shall ensure that a TB-infected Participant is medically cleared prior to
 37 commencing treatment.

1 6. TRANSPORTATION SERVICES

2 a. COUNTY shall only pay for medical ambulance or medical van transportation to and
3 from designated Residential alcohol and drug abuse treatment programs or health facilities through the
4 COUNTY'S Medical Transportation Agreement under the following conditions:

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

8 2) When any Participant needs non-emergency transportation as identified in
9 the Services Paragraph of this Exhibit B to the Agreement, and CONTRACTOR cannot transport
10 Participant due to unforeseen circumstances including, but not limited to, staffing constraints,
11 CONTRACTOR vehicle access within a timely manner or Participant's physical condition and/or
12 limitations.

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

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

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

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

29 **HI. ALCOHOL AND/OR DRUG SCREENING**

30 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
31 screening that includes random drug and/or alcohol testing at a minimum of one (1) time per ~~month~~week
32 for the first thirty (30) days and two (2) times per month for the remaining term of the agreement for all
33 Participants. Additional frequency of alcohol and drug testing shall be determined individually for each
34 youth based on clinical appropriateness and should allow for rapid response to the possibility of relapse.
35 All urine specimen collections shall be observed by same sex staff. This policy shall be approved by
36 ADMINISTRATOR. A Participant shall not be denied admittance to treatment for a positive alcohol
37 and/or drug screen at admission if they meet all other criteria for admission. CONTRACTOR shall:

- 1 a. Establish procedures that protect against the falsification and/or contamination of any
2 body specimen sample collected for drug screening; and,
- 3 b. All urine specimen collection shall be observed by same sex staff.
- 4 c. Document results of the drug screening in the Participant's record.

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

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

14 **IJ. PERFORMANCE OUTCOMES**

15 1. CONTRACTOR shall achieve performance objectives for each Period, tracking and
16 reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.
17 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the
18 objectives, and, therefore, revisions to objectives and services may be implemented by mutual
19 agreement between CONTRACTOR and ADMINISTRATOR. Performance outcome objectives for
20 each Period follow:

21 2. Performance Outcome Objectives:

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

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

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

31 b. Objective 2: CONTRACTOR shall have the Participant complete the CESI for
32 ~~eighty percent (80%) of all~~ Participants at time of Intake. The CEST shall be completed at ~~mid point and~~
33 ~~at completion~~ discharge for ~~those Participants receiving, at a minimum, any participant who as completed~~
34 forty-five (45) calendar days of treatment.

35 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by
36 designated Participants. This would include, but is not limited to, ensuring surveys contain provider
37 number, Participant ID number, responses to all psychosocial questions, along with other important

Participant and CONTRACTOR information, and fields are filled and/or marked appropriately.

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

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

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

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

~~1) Reduced waiting times~~

~~2) Reduced no-shows~~

~~3) Increased admissions~~

~~4) Increased continuation in treatment~~

~~J. MEETINGS -~~ CONTRACTOR's Executive Director or ~~designee~~ designees shall participate, ~~when requested,~~ in monthly meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to the Agreement.

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

~~L. AUTHORITY -~~ CONTRACTOR shall recognize the authority of Probation as officers of the court, and shall extend cooperation to Probation within the constraints of CONTRACTOR's program of Substance Use Disorder Residential Treatment Services.

~~M. NON-SMOKING POLICY -~~ CONTRACTOR shall establish a written non-smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies the facility is "smoke free," and Participants are prohibited from smoking at all times.

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

1. Sign in logs;
2. Visitation hours; and

3. Designated visiting areas at the facility.

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

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

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

Q. CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.

2. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training, as appropriate and agreed upon by CONTRACTOR and ADMINISTRATOR, and staff responsible for input into IRIS complete IRIS New User Training.

3. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in Subparagraph C. of the Compliance Paragraph of the Agreement.

4. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6) month intervals, in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously opened with another provider. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local guidelines and standards.

5. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited, to the following:

- a. Designate the responsible position(s) in your organization for managing the funds allocated to the program;
- b. Maximize the use of the allocated funds;
- c. Ensure timely and accurate reporting of monthly expenditures;
- d. Maintain appropriate staffing levels;
- e. Request budget and/or staffing modifications to the Agreement;
- f. Effectively communicate and monitor the program for its success;

1 g. Track and report expenditures electronically;

2 h. Maintain electronic and telephone communication between CONTRACTOR and
3 ADMINISTRATOR; and

4 i. Act quickly to identify and solve problems.

5 6. CONTRACTOR shall document all adverse incidents affecting the physical and/or
6 emotional welfare of Clients and employees, including but not limited to death, serious physical harm to
7 self or others, serious destruction of property, developments, etc., and which may raise liability issues
8 with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such
9 serious adverse incident.

10 7. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or
11 issues that adversely affect the quality or accessibility of Client-related services provided by, or under
12 contract with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.

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

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

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

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

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

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

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

25 c. Token of each staff member who leaves employment of CONTRACTOR; or

26 d. ~~Tokens~~Token is malfunctioning;

27 e. Termination of the Agreement.

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

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

32 7. ~~R~~CONTRACTOR shall input all IRIS data following COUNTY procedure and
33 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY
34 IRIS reports, if available, and if applicable.

35 S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
36 Services Paragraph of this Exhibit ~~B~~A to the Agreement.

37

VI. Staffing#

~~VII. STAFFING~~

A. CONTRACTOR shall, at a minimum, provide the following ~~paid staff~~ staffing pattern expressed in Full-Time Equivalents (FTEs, ~~for period one and two, which~~) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours ~~worked~~ work per week to provide mental health outpatient services for children and youth:

STAFF PROGRAM	FTEs
Program Director Program Director	0.60 0.76
Program Coordinator Clinical Counselor	0.60 0.86
<u>Administrative Assistant</u>	<u>0.86</u>
<u>Counselor; MFT</u>	<u>0.60</u> 0.86
Counselor Counselor	1.80 5.16
House Counselor House Counselor	0.60 0.86
Night Counselor Night Counselor	2.40 4.30
Admissions Counselor Admissions Counselor	0.60 0.86
Relief Counselor Relief Counselor	0.60 0.86
Admin Asst. Case Aide	0.60 0.86
Case Aide Sr. Director of Clinical Services	0.60 0.17
<u>Sr. Director of Treatment Services</u>	<u>0.17</u>
SUBTOTAL <u>TOTAL</u> FTEs	9.00 16.58

~~1B.~~ B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to the Agreement.

~~2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in the Staffing Paragraph of this Exhibit B to the Agreement, provided, however, such agreement is made in advance of any staffing change.~~

~~3~~ C. CONTRACTOR shall provide twenty-four (24) hour supervision with at least ~~one~~ two (2) staff ~~member~~ members on-site at all times. Co-ed residential programs shall require twenty-four (24) hour awake supervision.

B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of ~~the population to be served under the Agreement.~~ threshold languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should be retained.

~~C. CONTRACTOR shall make its best effort to provide services pursuant~~ Any clinical vacancies

1 occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the
 2 above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR
 3 consents, in advance and in writing, to the ~~Agreement in a manner that is culturally and linguistically~~
 4 ~~appropriate for the population(s) served. CONTRACTOR shall maintain documents of~~ filling of those
 5 positions with non-bilingual staff. Salary savings resulting from such ~~efforts which~~ vacant positions may
 6 ~~include; but not be limited to: records of participation in COUNTY sponsored or~~ not be used to cover
 7 costs other ~~applicable training; recruitment and hiring policies and procedures; copies of literature in~~
 8 ~~multiple languages than salaries and formats, as appropriate;~~ employees benefits unless otherwise
 9 authorized, in advance and ~~descriptions of measures taken to enhance accessibility for, and sensitivity~~
 10 ~~to, individuals who are physically challenged~~ in writing, by ADMINISTRATOR.

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

19 ~~E. STAFF CONDUCT~~ F. CONTRACTOR shall maintain personnel files for each
 20 staff person, including management and other administrative positions, both direct and indirect to the
 21 Agreement, which shall include, but not be limited to, an application for employment, qualifications for
 22 the position, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
 23 capabilities (if applicable), pay rate and evaluations justifying pay increases.

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

31 H. CONTRACTOR shall develop a policy governing supervision of staff that will be approved by
 32 the ADMINISTRATOR. That policy will address the training needs of all staff and ensure that direct
 33 service staff are trained in: suicide assessment and crisis intervention, developing safety plans,
 34 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, and medication,
 35 confidentiality, identification of strengths, promoting life skills, meeting facilitation and such other
 36 topics identified by the ADMINISTRATOR.

37 I. CONTRACTOR shall establish a written Policies and Procedures for employees, volunteers,

1 interns, and members of the Board of Directors which shall include, but not be limited to, standards
 2 related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual conduct
 3 with Participants; prohibition of forging or falsifying documents or drug tests; and real or perceived
 4 conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to the
 5 ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant to this
 6 Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set
 7 forth in the said Policies and Procedures. A copy of the said Policies and Procedures shall be posted in
 8 writing in a prominent place in the treatment facility and updated annually by the Board of Directors.

9 ~~FJ~~. CONTRACTOR shall obtain a criminal record review, in accordance with Health and Safety
 10 Code Section 1522, for all staff specified in the Staffing Paragraph of this Exhibit B to the Agreement,
 11 and interns or volunteers who replace or supplement such staff in providing direct care and supervision
 12 of the adolescent Participants. CONTRACTOR shall obtain a criminal record clearance for staff who
 13 are responsible for the provision of services to the Participants prior to such staff becoming involved
 14 with the Participants. ~~JK~~ CONTRACTOR shall provide copies of the criminal record reviews to
 15 ADMINISTRATOR within ten (10) days of receiving such reviews.

16 ~~GK~~. CONTRACTOR shall provide pre-employment screening of any staff person providing
 17 adolescent services pursuant to the Agreement. All staff shall pass an Orange County criminal justice
 18 background check conducted by the Orange County Probation Department on a yearly basis. Program
 19 Directors, Managers, and other Supervisory staff will be requested to voluntarily submit to a more
 20 extensive background check including "live scan" fingerprinting. The results of the finger printing will
 21 be sent directly from the Department of Justice to Probation.

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

23 a. No person shall have been convicted of a sex offense for which the person is required
 24 to register as a sex offender under California Penal Code Section 290;

25 b. No person shall have been convicted of an arson offense— Violation of Penal Code
 26 Sections 451, 451.1, 451.5, 452, 453.1, 453, 454, or 455;

27 c. No person shall have been convicted of any violent felony as defined in Penal Code,
 28 Section 667.5, which involves doing bodily harm to another person, for which the staff member was
 29 convicted within five (5) years prior to employment;

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

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

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

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

1 approved in advance by ADMINISTRATOR.

2 ~~H~~L. All program staff having direct contact with Participant shall, within the first ~~(1st) year~~ ninety
3 (90) days of employment, be trained in infectious disease recognition, crisis intervention and to recognize
4 physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR
5 shall develop a written plan and provide ongoing training in topics related to alcohol and drug use on an
6 annual basis. All staff training shall be documented and maintained as part of the training plan. The staff
7 training plan shall be reviewed and approved by the ADMINISTRATOR within the first month of each
8 fiscal year.

9 ~~I~~M. All staff providing services shall be registered, licensed, and/or certified in accordance with
10 state requirements and professional guidelines as applicable.

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

13 ~~K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~

14 O. CONTRACTOR ~~Staffing Paragraph of this Exhibit B to the Agreement.~~

15 #
16 #
17 #
18 #
19 #
20 #
21 #
22 #
23 #
24 #
25 #
26 #
27 #
28 #
29 #
30 #
31 #
32 #
33 #
34 #

35
36
37

1 EXHIBIT C
 2 TO AGREEMENT FOR PROVISION OF
 3 ADULT RESIDENTIAL RECOVERY SERVICES FOR SPECIAL POPULATIONS
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 **SOCIAL MODEL RECOVERY SYSTEMS, INC.**
 8 JULY 1, 2014 THROUGH JUNE 30, 2016
 9

10 **I. COUNTY VEHICLE**

11 ~~— A. COUNTY has agreed to provide or cause to be provided to CONTRACTOR COUNTY~~
 12 ~~Vehicle(s) in accordance with the ownership requirements specified in the Equipment Paragraph of the~~
 13 ~~Agreement.~~

14 ~~— B. CONTRACTOR shall repair, maintain and operate each COUNTY Vehicle in accordance with~~
 15 ~~this Exhibit C.~~

16 ~~— C. CONTRACTOR shall obtain, pay for, and maintain in full force and effect throughout the term~~
 17 ~~of this Agreement, automobile insurance which covers each COUNTY Vehicle in accordance with the~~
 18 ~~Indemnification and Insurance Paragraph of the Agreement.~~

19 ~~— D. Upon the request of ADMINISTRATOR, whether verbal or in writing, CONTRACTOR shall,~~
 20 ~~without notice, immediately provide ADMINISTRATOR with the current location of each COUNTY~~
 21 ~~Vehicle provided by COUNTY.~~

22 ~~— E. At its sole discretion, ADMINISTRATOR may at any time require the return of any COUNTY~~
 23 ~~Vehicle provided to CONTRACTOR. Further, it is understood by the parties that any COUNTY~~
 24 ~~Vehicles are to be surrendered immediately and in good working order and condition to COUNTY upon~~
 25 ~~termination of the Agreement~~

26 ~~— F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 27 ~~COUNTY Vehicle Paragraph of this Exhibit C to the Agreement.~~

28
 29 **H. USE OF COUNTY VEHICLE**

30 ~~— A. CONTRACTOR shall require each person employed by CONTRACTOR to provide the services~~
 31 ~~set forth in the Agreement and to read the rules and regulations for use of the COUNTY Vehicle. In~~
 32 ~~addition, employees authorized by CONTRACTOR to drive the COUNTY Vehicle and their supervisor~~
 33 ~~shall discuss these rules and regulations. The supervisor shall reasonably ascertain that employees~~
 34 ~~understand their responsibilities before the employees operate the COUNTY Vehicle.~~

35 ~~— B. CONTRACTOR shall place and maintain a copy of these rules and regulations together with~~
 36 ~~proof of insurance in each COUNTY Vehicle in possession of CONTRACTOR.~~

37 #

~~C. CONTRACTOR shall use a COUNTY Vehicle only for official COUNTY business. CONTRACTOR shall use a COUNTY Vehicle only to provide the services set forth in the Services Paragraph of Exhibit B to the Agreement and shall operate any COUNTY Vehicle in a courteous, reasonable and prudent manner, and in accordance with all applicable state and local laws, ordinances, and regulations. COUNTY Vehicles shall not be operated outside the southern California area unless specifically authorized, in writing, by ADMINISTRATOR.~~

~~D. Operators and occupants of any COUNTY Vehicle shall use the seat belts and shoulder harnesses with which the COUNTY Vehicle is equipped.~~

~~E. EXTERIOR/INTERIOR OF VEHICLE — CONTRACTOR shall not, under any circumstances, modify the exterior or interior of any COUNTY Vehicle in any way from the condition in which it was received, current signature list including the addition or removal of any equipment, and the painting of any numerals, letters or logos on the vehicle.~~

~~F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Use of COUNTY Vehicle Paragraph of this Exhibit C to the Agreement.~~

III. OPERATOR QUALIFICATIONS

~~The driver(s), provided by CONTRACTOR to drive a COUNTY Vehicle in the performance of the Agreement, shall possess the following minimum qualifications:~~

~~A. Regularly employed by CONTRACTOR, at least twenty (20) hours per week and possessing either:~~

~~1. A valid Class B California Driver's License in order to transport more than ten (10) passengers, including the driver, in a COUNTY Vehicle as designed, used or maintained; or~~
~~each supervisor and provider of direct services who signs chart documentation. The list 2.~~

~~A valid Class C California Driver's License in order to transport no more than ten (10) passengers, including the driver, in a COUNTY Vehicle as designed, used or maintained.~~

~~B. A good driving record, as defined in writing by CONTRACTOR. Such definition shall exclude any history of driving while under the influence of alcohol or other drugs, and shall include, but not be limited to, the acceptable frequency and number of moving violations, and his/her ability to document use of a COUNTY Vehicle by maintaining the Log described in Paragraph IV. of this Exhibit C to the Agreement.~~

~~C. Preferably, experience working with recovering substance abusers.~~

~~D. Any person(s) regularly assigned to operate a COUNTY Vehicle shall possess:~~

~~1. knowledge of basic vehicle maintenance;~~

~~2. knowledge of Orange COUNTY streets and freeways.~~

~~E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Operator Qualifications Paragraph of this Exhibit C to the Agreement.~~

#

#

IV. VEHICLE LOG

~~A. CONTRACTOR shall maintain within each COUNTY Vehicle, a report, herein referred to as the "Log." The Log shall be maintained by the vehicle operator and include, at a minimum, the following information:~~

- ~~1. Name of driver.~~
- ~~the printed/ 2. Date, place and time of trip origin.~~
- ~~3. Purpose of trip and destination.~~
- ~~4. Mileage at start of trip.~~
- ~~5. Number of persons, and/or type(s) of articles transported~~ staff name and title, followed by the legal signature with title as it appears on all chart documents.

For licensed or registered clinical staff, the name must match the name on the license or registration.

P. CONTRACTOR shall establish clear policy and procedures pertaining to staff's work location options (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The policy and procedures shall address at the minimum the following:

- 1. Eligibility and selection criteria;
- 2. Staff's field/home on-duty conduct and responsibilities;
- ~~3. 6. Identification of intermediate stops.~~
- ~~7. Mileage and time of arrival at destination.~~
- ~~8. Report of incidents.~~

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

V. VEHICLE MAINTENANCE

~~A. CONTRACTOR shall undertake periodic vehicle maintenance, inspection and repair in accordance with the Agreement, the vehicle warranty, and the maintenance schedule as follows:~~

- ~~1. Every 5,000 miles:~~
 - ~~a. routine safety check,~~ Supervision plan of staff and equipment including ~~brakes;~~
 - ~~b. servicing, including lubrication, oil change, and filter;~~
 - ~~c. check air filter and replace if necessary.~~
- emergency procedure; ~~2. Additionally, every 30,000 miles:~~
 - ~~a. fuel filter replacement;~~
 - ~~b. automatic transmission service;~~
 - ~~c. cooling system service, including hose replacement if necessary.~~

- ~~3. Additionally, every 100,000 miles:~~
 - ~~a. tune-up;~~
 - ~~b. replace spark plugs;~~

- ~~1 c. clean fuel injectors.~~
- ~~2 B. COUNTY Vehicles not accruing 5,000 miles within six (6) months shall, however, receive a~~
- ~~3 routine safety check, including brakes, routine servicing, lubrication, oil and filter change.~~
- ~~4 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
- ~~5 Vehicle Maintenance Paragraph of this Exhibit C to the Agreement.~~

~~6 4. #~~

~~7 #~~

~~8 #~~

~~9 **VI. PARKING AND STORAGE**~~

~~10 A. Each COUNTY Vehicle, when left unattended, shall be locked with the brakes set. When not in~~

~~11 use and whenever possible, each COUNTY Vehicle shall be stored and garaged off the street in a secure~~

~~12 area. CONTRACTOR shall, at all times, take all reasonable and prudent steps to safeguard each~~

~~13 COUNTY Vehicle and minimize exposure of the COUNTY Vehicle to damage, misuse, theft or~~

~~14 vandalism.~~

~~15 B. The operator of a COUNTY Vehicle shall ensure the use of only unleaded gasoline and~~

~~16 5W30 SAE HD oil in the COUNTY Vehicle. CONTRACTOR shall maintain records of all maintenance~~

~~17 and repairs to each COUNTY Vehicle, and the costs of gasoline and oil.~~

~~18 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Parking~~

~~19 and Storage Paragraph of this Exhibit C to the Agreement.~~

~~20 **VII. REPORTING**~~

~~21 A. CONTRACTOR shall provide ADMINISTRATOR, no later than thirty (30) calendar days after~~

~~22 the effective date of this Agreement, a list of the names of employees authorized to drive each COUNTY~~

~~23 Vehicle, the location where each COUNTY Vehicle is garaged and pictures showing the front, right, left~~

~~24 and rear sides of each COUNTY Vehicle.~~

~~25 B. CONTRACTOR shall provide ADMINISTRATOR, no later than thirty (30) calendar days after~~

~~26 the effective date of this Agreement, a copy of each driver's license and DMV printout for each employee~~

~~27 authorized to drive each COUNTY Vehicle. The DMV printout should not be dated earlier than the~~

~~28 effective date of this Agreement.~~

~~29 C. Confidentiality and records keeping.~~

~~30 J. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty four (24) hours of~~

~~31 any changes in the list of employees authorized to drive each COUNTY Vehicle. For additions to the list~~

~~32 of authorized drivers, CONTRACTOR shall submit a copy of the driver's license and DMV printout for~~

~~33 each employee added. The date of the DMV printout should be no earlier than thirty (30) calendar days~~

~~34 from the date the employee was authorized to drive each COUNTY Vehicle.~~

~~35 D. CONTRACTOR shall submit to ADMINISTRATOR by the tenth (10th) business day of each~~

~~36 month, a copy of each vehicle log, as described in Paragraph IV. of this Exhibit C to the Agreement, and~~

~~37~~

~~copies of receipts and invoices of maintenance and repair expenses incurred for each COUNTY Vehicle~~ seventy-two (72) hours, of any staffing vacancies that occur during the ~~prior month~~ term of the Agreement. CONTRACTOR's notification shall include at a minimum the following information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

~~E.K.~~ CONTRACTOR shall notify ADMINISTRATOR, ~~in accordance with the Notices Paragraph~~ in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement, ~~of any collisions or incidents involving a COUNTY Vehicle.~~

~~L.~~ CONTRACTOR shall ~~investigate any damage or misuse of the COUNTY Vehicle, and shall report such damage~~ ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and ~~misuse to ADMINISTRATOR, together with any recommendations made, and action taken, to prevent such damage or misuse in the future.~~ ~~any other training necessary to assist the~~

~~F.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, COUNTY to modify the Reporting Paragraph of this Exhibit C to the Agreement.

VIII. COLLISIONS

~~A.~~ Each COUNTY Vehicle shall be equipped, at a minimum and at all times, with a first-aid kit and fire extinguisher for use in an emergency in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

M. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

N. STUDENT INTERNS

1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

a. CONTRACTOR shall meet minimum requirements for supervision of each Student Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

b. Student Intern services shall not comprise more than twenty percent (20%) of total services provided.

~~2.~~ ~~B.~~ CONTRACTOR shall develop and maintain procedures to be followed by the vehicle operator in case of a collision involving a COUNTY Vehicle. Procedures to be followed by the operator of a COUNTY Vehicle in the event of a collision shall include, but not be limited to:

~~1.~~ Request local Police or CHP to make an investigation of the collision and advise the Police or CHP if an ambulance is required or if a traffic hazard is created by the damaged vehicles.

~~2. Immediately advise supervisor of any collisions and proceed as follows:
a. DO NOT discuss details of the collision or the events leading thereto with anyone other than to provide brief answers to questions asked by the investigating officer(s).~~

CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours of treatment for Student Interns providing substance abuse services.

CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

~~O b. DO NOT argue or try to place blame for the collision.~~

~~c. DO NOT attempt to negotiate or make any promise to other parties involved.~~

~~3. Identify oneself to other parties:~~

~~a. Show driver's license to other parties involved.~~

~~b. Provide other parties involved with CONTRACTOR's name, work telephone number, vehicle license plate number and the name of the insurance carrier providing coverage on the COUNTY Vehicle.~~

~~4. Identify and obtain the name(s) of the driver(s) of other vehicle(s) involved through driver's license(s):~~

~~a. Inquire whether the address on the license is current.~~

~~b. Request a residential address and a business telephone number.~~

~~5. Obtain the names(s) of any other passenger(s) in the vehicle(s) involved, the vehicle(s) license plate number and the name(s) of anyone who witnessed the collision.~~

~~6. Reporting the Collision — Complete the Vehicle Collision Report [COUNTY Form F293 FORM SAFETY.5 (Revision 11/19/98)] available from CONTRACTOR. CONTRACTOR shall prepare five (5) copies of the report, retaining one (1), and delivering the other four (4) within twenty-four (24) hours to ADMINISTRATOR.~~

~~7. Investigation of Collision — Circumstances surrounding a collision may be investigated by local law enforcement authorities, COUNTY, County of Orange CEO/Risk Management, or the insurer representing COUNTY. CONTRACTOR and employee(s) shall cooperate with investigators representing COUNTY. Any inquiries from other sources shall be referred to the County of Orange CEO/Risk Management.~~

~~C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Collisions Staffing Paragraph of this Exhibit CA to the Agreement.~~

//

//

//

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT ~~D~~B

AGREEMENT FOR PROVISION OF
ADOLESCENT RESIDENTIAL RECOVERY SERVICES

BETWEEN
COUNTY OF ORANGE

AND

~~TO AGREEMENT FOR PROVISION OF~~
~~ADOLESCENT RESIDENTIAL~~ SOCIAL MODEL RECOVERY SERVICES SYSTEMS, INC.

~~BETWEEN~~
~~COUNTY OF ORANGE~~

~~AND~~
~~SOCIAL MODEL RECOVERY SYSTEMS, INC.~~

JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2018

~~I. I. BUSINESS ASSOCIATE CONTRACT~~
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, B, and C to the Agreement or ~~in subparagraph~~ 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

1 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

2 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
3 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to ~~the~~
4 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
5 terms of this Business Associate Contract and the applicable standards, implementation specifications,
6 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
7 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
8 pursuant to the Agreement.

9 B. DEFINITIONS

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

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

16 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

5 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
6 45 CFR § 160.103.—

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

9 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
10 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
11 with 45 CFR § 164.502(g).

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

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

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

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

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

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

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

30 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
31 45 CFR § 160.103.

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

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

1 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
2 45 CFR § 160.103.

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

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

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

11 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
12 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or
13 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

1 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
 2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
 3 and to make information related to such Disclosures available as would be required for COUNTY to
 4 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
 5 45 CFR § 164.528.

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

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

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

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

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

32 16. The Parties acknowledge that federal and state laws relating to electronic data security and
 33 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
 34 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
 35 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
 36 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
 37 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY

1 concerning an amendment to this Business Associate Contract embodying written assurances consistent
 2 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
 3 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the
 4 event:

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

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

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

13 D. SECURITY RULE

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

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

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

30 a. Complying with all of the data system security precautions listed under
 31 ~~subparagraphs~~ Subparagraph E, below;

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

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

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

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

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

11 E. DATA SECURITY REQUIREMENTS

12 1. Personal Controls

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

21 b. Employee Discipline. Appropriate sanctions must be applied against workforce
 22 members who fail to comply with any provisions of ~~CONTRACTOR's~~ contractor's privacy ~~P&P~~ policy
 23 and procedures, including termination of employment where appropriate.

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

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

1 2. Technical Security Controls

2 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
3 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
4 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
5 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
6 COUNTY.

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

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

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

21 e. Antivirus software. 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 installed and actively use comprehensive anti-virus software
24 solution with automatic updates scheduled at least daily.

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

33 g. User IDs and Password Controls. All users must be issued a unique user name for
34 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
35 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
36 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
37 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight

1 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
 2 computer. Passwords must be changed every ninety (90) ~~calendar or business~~ days, preferably every
 3 sixty (60) ~~calendar or business~~ days. Passwords must be changed if revealed or compromised.
 4 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
 5 the standard keyboard:

- 6 1) Upper case letters (A-Z)
- 7 2) Lower case letters (a-z)
- 8 3) Arabic numerals (0-9)
- 9 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

34 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
 35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 36 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
 37 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

1 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
2 website access, file transfer, and E-Mail.

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

7 3. Audit Controls

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

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

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

21 4. Business Continuity/Disaster Recovery Control

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

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

34 5. Paper Document Controls

35 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
36 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
37 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

1 that information is not being observed by an employee authorized to access the information. Such PHI
2 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
3 baggage on commercial airplanes.

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

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

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

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

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

25 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

- 1 3. CONTRACTOR's notification shall include, to the extent possible:
- 2 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
- 3 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- 4 b. Any other information that COUNTY is required to include in the notification to
- 5 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
- 6 promptly thereafter as this information becomes available, even after the regulatory sixty (60) ~~calendar~~
- 7 ~~or business~~-day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 8 1) A brief description of what happened, including the date of the Breach and the date
- 9 of the discovery of the Breach, if known;
- 10 2) A description of the types of Unsecured PHI that were involved in the Breach (such
- 11 as whether full name, social security number, date of birth, home address, account number, diagnosis,
- 12 disability code, or other types of information were involved);
- 13 3) Any steps Individuals should take to protect themselves from potential harm
- 14 resulting from the Breach;
- 15 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
- 16 mitigate harm to Individuals, and to protect against any future Breaches; and
- 17 5) Contact procedures for Individuals to ask questions or learn additional information,
- 18 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 19 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
- 20 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
- 21 COUNTY.
- 22 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
- 23 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
- 24 CONTRACTOR made all notifications to COUNTY consistent with this ~~subparagraph~~ Subparagraph F
- 25 and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access,
- 26 use, or disclosure of PHI did not constitute a Breach.
- 27 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
- 28 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 29 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
- 30 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
- 31 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as
- 32 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
- 33 the Breach to COUNTY pursuant to Subparagraph F.2 above.
- 34 8. CONTRACTOR shall continue to provide all additional pertinent information about the
- 35 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
- 36 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
- 37 requests

1 for further information, or follow-up information after report to COUNTY, when such request is made
2 by COUNTY.

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

7 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

17 1) The Disclosure is required by law; or

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

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

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

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

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

32 H. PROHIBITED USES AND DISCLOSURES

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

1 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
 2 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
 3 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
 4 42 USC § 17935(d)(2).

5 I. OBLIGATIONS OF COUNTY

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

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

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

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

17 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

37 #

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

3 //
4 #
5 #
6 #
7 #
8 #
9 #
10 #
11 #
12 #
13 #
14 #
15 #
16 #
17 #
18 #
19 #
20 #
21 #
22 #
23 #
24 #
25 #
26 #
27 #
28 #
29 #
30 #
31 #
32 #
33 #
34 #
35 #
36 //
37 //

EXHIBIT ~~EC~~

~~TO~~ AGREEMENT FOR PROVISION OF
~~ADOLESCENT RESIDENTIAL RECOVERY SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~ADOLESCENT RESIDENTIAL RECOVERY SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~SOCIAL MODEL RECOVERY SYSTEMS, INC.~~

~~AND~~

~~SOCIAL MODEL RECOVERY SYSTEMS, INC.~~

JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2018

II. 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 ~~CCC~~ California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under ~~CCC~~ 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.

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

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

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

13 B. TERMS OF AGREEMENT

14 ~~B. TERMS OF AGREEMENT~~

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

19 2. Responsibilities of CONTRACTOR

20 ~~2. Responsibilities of CONTRACTOR~~

21 CONTRACTOR agrees:

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

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

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

37 1) -Complying with all of the data system security precautions listed in

1 ~~subparagraph~~ Subparagraph E of the Business Associate Contract, Exhibit ~~DB~~ to the Agreement; and

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

6 3) -If the data obtained by CONTRACTOR from COUNTY includes PII,
7 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
8 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
9 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
10 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
11 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
12 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
13 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
14 to the same requirements for privacy and security safeguards for confidential data that apply to
15 CONTRACTOR with respect to such information.

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

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

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

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

34 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
37 and PII or security incident in accordance with ~~subparagraph~~ Subparagraph F, of the Business Associate

1 Contract, Exhibit DB to the Agreement.

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

6 //
7 //

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37