

1 AGREEMENT FOR PROVISION OF
2 SUBSTANCE USE DISORDER OUTPATIENT SERVICES

3 BETWEEN

4 COUNTY OF ORANGE

5 AND

6 VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER

7 JULY 1, 2016 THROUGH JUNE 30, 2017

8
9 THIS AGREEMENT entered into this 1st day of July 2016, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER a California nonprofit corporation
12 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency
13 (ADMINISTRATOR).

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

16
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Substance Use
18 Disorder Outpatient Services described herein to the residents of Orange County; and

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

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

22 //
23 //
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
Table of Contents	2
Referenced Contract Provisions.....	4
I. Acronyms	5
II. Alteration of Terms	9
III. Assignment of Debts	10
IV. Compliance.....	10
V. Confidentiality.....	13
VI. Cost Report.....	14
VII. Debarment and Suspension Certification	16
VIII. Delegation, Assignment and Subcontracts	16
IX. Employee Eligibility Verification	18
X. Equipment	18
XI. Facilities, Payments and Services	19
XII. Indemnification and Insurance	19
XIII. Inspections and Audits	23
XIV. Licenses and Laws.....	24
XV. Literature, Advertisements and Social Media	26
XVI. Maximum Obligation.....	27
XVII. Minimum Wage Laws.....	27
XVIII. Nondiscrimination.....	28
XIX. Notices	30
XX. Notification of Death.....	30
XXI. Notification of Public Events and Meetings.....	31
XXII. Payment Card Compliance	31
XXIII. Records Management and Maintenance.....	32
XXIV. Research and Publication	33
XXV. Revenue	33
XXVI. Severability.....	34
XXVII. Special Provisions	34
XXVIII. Status of Contractor.....	36
XXIX. Term	36
XXX. Termination	36
XXXI. Third Party Beneficiary	38
XXXII. Waiver of Default or Breach.....	38
XXXIII. Signature Page.....	39

TABLE OF CONTENTS

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

I. Common Terms and Definitions	1
II. Budget.....	3
III. Payments.....	4
IV. Records.....	5
V. Reports.....	7
VI. Services.....	8
VII. Staffing	17

EXHIBIT B

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

EXHIBIT C

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

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

REFERENCED CONTRACT PROVISIONS

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

Term: July 1, 2016 through June 30, 2017

Maximum Obligation: \$343,340

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 060-17-0063

CONTRACTOR TAX ID Number: 95-2752846

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Vista Community Clinic dba VCC: The Gary Center
341 S. Hillcrest Street
La Habra, CA 90631
Contact: Pamela Austin, Executive Director
Email: paustin@thegarycenter.org

//
//
//
//
//
//
//
//
//
//

I. ACRONYMS

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

1		
2		
3		
4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADL	Activities of Daily Living
10	G. ADP	Alcohol and Drug Program
11	H. AES	Advanced Encryption Standard
12	I. AFLP	Adolescent Family Life Program
13	J. AIDS	Acquired Immune Deficiency Syndrome
14	K. AIM	Access for Infants and Mothers
15	L. AMHS	Adult Mental Health Services
16	M. ARRA	American Recovery and Reinvestment Act of 2009
17	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	O. ASI	Addiction Severity Index
19	P. ASIST	Applied Suicide Intervention Skills Training
20	Q. ASO	Administrative Services Organization
21	R. ASRS	Alcohol and Drug Programs Reporting System
22	S. BBS	Board of Behavioral Sciences
23	T. BCP	Business Continuity Plan
24	U. BH	Base Hospital
25	V. BHS	Behavioral Health Services
26	W. CalOMS	California Outcomes Measurement System
27	X. CalWORKs	California Work Opportunity and Responsibility for Kids
28	Y. CAP	Corrective Action Plan
29	Z. CAT	Centralized Assessment Team
30	AA. CCC	California Civil Code
31	AB. CCLD	(California) Community Care Licensing Division
32	AC. CCR	California Code of Regulations
33	AD. CDCR	California Department of Corrections and Rehabilitation
34	AE. CDSS	California Department of Social Services
35	AF. CERC	Children's Emergency Receiving Center
36	AG. CESI	Client Evaluation of Self at Intake
37	AH. CEST	Client Evaluation of Self and Treatment

1	AI.	CFDA	Catalog of Federal Domestic Assistance
2	AJ.	CFR	Code of Federal Regulations
3	AK.	CHDP	Child Health and Disability Prevention
4	AL.	CHHS	California Health and Human Services Agency
5	AM.	CHPP	COUNTY HIPAA Policies and Procedures
6	AN.	CHS	Correctional Health Services
7	AO.	CIPA	California Information Practices Act
8	AP.	CMPPA	Computer Matching and Privacy Protection Act
9	AQ.	COI	Certificate of Insurance
10	AR.	CPA	Certified Public Accountant
11	AS.	CSI	Client and Services Information
12	AT.	CSW	Clinical Social Worker
13	AU.	CYBHS	Children and Youth Behavioral Health Services
14	AV.	DATAR	Drug Abuse Treatment Access Report
15	AW.	DCR	Data Collection and Reporting
16	AX.	DD	Dually Diagnosed
17	AY.	DEA	Drug Enforcement Agency
18	AZ.	DHCS	California Department of Health Care Services
19	BA.	D/MC	Drug/Medi-Cal
20	BB.	DMV	California Department of Motor Vehicles
21	BC.	DoD	US Department of Defense
22	BD.	DPFS	Drug Program Fiscal Systems
23	BE.	DRC	Probation's Day Reporting Center
24	BF.	DRP	Disaster Recovery Plan
25	BG.	DRS	Designated Record Set
26	BH.	DSM	Diagnostic and Statistical Manual of Mental Disorders
27	BI.	DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
28	BJ.	DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
29	BK.	EBP	Evidence-Based Practice
30	BL.	EDN	Electronic Disease Notification System
31	BM.	EEOC	Equal Employment Opportunity Commission
32	BN.	EHR	Electronic Health Records
33	BO.	ePHI	Electronic Protected Health Information
34	BP.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
35	BQ.	ERC	Emergency Receiving Center
36	BR.	FFS	Fee For service
37	BS.	FIPS	Federal Information Processing Standards

1	BT.	FQHC	Federally Qualified Health Center
2	BU.	FSP	Full Service Partnership
3	BV.	FTE	Full Time Equivalent
4	BW.	GAAP	Generally Accepted Accounting Principles
5	BX.	AB	Federal HIV/AIDS Bureau
6	BY.	HCA	County of Orange Health Care Agency
7	BZ.	HHS	Federal Health and Human Services Agency
8	CA.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9			Law 104-191
10	CB.	HITECH ACT	Health Information Technology for Economic and Clinical Health
11			Act, Public Law 111-005
12	CC.	HIV	Human Immunodeficiency Virus
13	CD.	HRSA	Federal Health Resources and Services Administration
14	CE.	HSC	California Health and Safety Code
15	CF.	IBNR	Incurred But Not Reported
16	CG.	ID	Identification
17	CH.	IEA	Information Exchange Agreement
18	CI.	IMD	Institute for Mental Disease
19	CJ.	IOM	Institute of Medicine
20	CK.	IRIS	Integrated Records and Information System
21	CL.	ISO	Insurance Services Office
22	CM.	ITC	Indigent Trauma Care
23	CN.	LCSW	Licensed Clinical Social Worker
24	CO.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
25	CP.	LPS	Lanterman/Petris/Short (Act)
26	CQ.	LPT	Licensed Psychiatric Technician
27	CR.	MAT	Medication Assisted Treatment
28	CS.	MEDS	Medi-Cal Eligibility Determination System
29	CT.	MFT	Marriage and Family Therapist
30	CU.	MH	Mental Health
31	CV.	MHIS	Mental Health Inpatient Services
32	CW.	MIHS	Medical and Institutional Health Services
33	CX.	MHP	Mental Health Plan
34	CY.	MHRC	Mental Health Rehabilitation Centers
35	CZ.	MHS	Mental Health Specialist
36	DA.	MHSA	Mental Health Services Act
37	DB.	MORS	Milestones of Recovery Scale

1	DC. MS	Mandatory Supervision
2	DD. MSN	Medical Safety Net
3	DE. MTP	Master Treatment Plan
4	DF. NA	Narcotics Anonymous
5	DG. NIATx	Network Improvement of Addiction Treatment
6	DH. NIH	National Institutes of Health
7	DI. NIST	National Institute of Standards and Technology
8	DJ. NOA	Notice of Action
9	DK. NP	Nurse Practitioner
10	DL. NPDB	National Provider Data Bank
11	DM. NPI	National Provider Identifier
12	DN. NPP	Notice of Privacy Practices
13	DO. OCEMS	Orange County Emergency Medical Services
14	DP. OCJS	Orange County Jail System
15	DQ. OC-MEDS	Orange County Medical Emergency Data System
16	DR. OCPD	Orange County Probation Department
17	DS. OCR	Federal Office for Civil Rights
18	DT. OCSD	Orange County Sheriff's Department
19	DU. OIG	Federal Office of Inspector General
20	DV. OMB	Federal Office of Management and Budget
21	DW. OPM	Federal Office of Personnel Management
22	DX. ORR	Federal Office of Refugee Resettlement
23	DY. P&P	Policy and Procedure
24	DZ. PA DSS	Payment Application Data Security Standard
25	EA. PAF	Partnership Assessment Form
26	EB. PAR	Prior Authorization Request
27	EC. PBM	Pharmaceutical Benefits Management
28	ED. PC	California Penal Code
29	EE. PCI DSS	Payment Card Industry Data Security Standard
30	EF. PCP	Primary Care Provider
31	EG. PCS	Post-Release Community Supervision
32	EH. PHI	Protected Health Information
33	EI. PI	Personal Information
34	EJ. PII	Personally Identifiable Information
35	EK. PRA	California Public Records Act
36	EL. PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and
37		Coordination Team

1	EM. PSC	Professional Services Contract
2	EN. PTRC	Paramedic Trauma Receiving Center
3	EO. QI	Quality Improvement
4	EP. QIC	Quality Improvement Committee
5	EQ. RHAP	Refugee Health Assessment Program
6	ER. RHEIS	Refugee Health Electronic Information System
7	ES. RN	Registered Nurse
8	ET. RSA	Remote Site Access
9	EU. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
10	EV. SD/MC	Short-Doyle Medi-Cal
11	EW. SIR	Self-Insured Retention
12	EX. SMA	Statewide Maximum Allowable (rate)
13	EY. SNF	Skilled Nursing Facility
14	EZ. SR	Supervised Release
15	FA. SRP	Supervised Release Participant
16	FB. SSA	County of Orange Social Services Agency
17	FC. SSI	Supplemental Security Income
18	FD. STP	Special Treatment Program
19	FE. SUD	Substance Use Disorder
20	FF. TAR	Treatment Authorization Request
21	FG. TAY	Transitional Age Youth
22	FH. TB	Tuberculosis
23	FI. TBS	Therapeutic Behavioral Services
24	FJ. TRC	Therapeutic Residential Center
25	FK. TTY	Teletypewriter
26	FL. TUPP	Tobacco Use Prevention Program
27	FM. UMDAP	Uniform Method of Determining Ability to Pay
28	FN. UOS	Units of Service
29	FO. USC	United States Code
30	FP. VOLAGs	Volunteer Agencies
31	FQ. W&IC	California Welfare and Institutions Code
32	FR. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

1 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
2 this Agreement or any Exhibits, whether written or verbal, shall be valid unless made in the form of a
3 written amendment to this Agreement, which has been formally approved and executed by both parties.
4

5 **III. ASSIGNMENT OF DEBTS**

6 Unless this Agreement is followed without interruption by another Agreement between the parties
7 hereto for the same services and substantially the same scope, at the termination of this Agreement,
8 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
9 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
10 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
11 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
12 said persons, shall be immediately given to COUNTY.
13

14 **IV. COMPLIANCE**

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

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

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

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

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

35 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the
36 CONTRACTOR’s Compliance Program and Code of Conduct contains all required elements,
37 //

1 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
2 CONTRACTOR’s Compliance Program, Code of Conduct and related policies and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
37 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes

1 | which accurately describes the services provided and must ensure compliance with all billing and
2 | documentation requirements.

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

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

7 |
8 | **V. CONFIDENTIALITY**

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

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

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

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

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

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

34 | //
35 | //
36 | //
37 | //

VI. COST REPORT

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

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

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

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

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

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

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

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,

1 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
2 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
3 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
4 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

27
28 Signed _____
29 Name _____
30 Title _____
31 Date _____"

32 //
33 //
34 //
35 //
36 //
37 //

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
2 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
3 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

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

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

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

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

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

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

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

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

14 I. Equipment purchases shall not exceed \$50,000 annually.
15

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

17 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
18 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
19 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
20 least the minimum number and type of staff which meet applicable federal and state requirements, and
21 which are necessary for the provision of the services hereunder.
22

23 **XII. INDEMNIFICATION AND INSURANCE**

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

34 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
35 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
36 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
37 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the

1 | entire term of this Agreement. In addition, all subcontractors performing work on behalf of
 2 | CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 3 | conditions as set forth herein for CONTRACTOR.

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

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

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

19 | F. QUALIFIED INSURER

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

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

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

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

1	Workers' Compensation	Statutory
2		
3	Employers' Liability Insurance	\$1,000,000 per occurrence
4		
5	Network Security & Privacy	\$1,000,000 per claims made
6	Liability	
7		
8	Professional Liability Insurance	\$1,000,000 per claims made
9		\$1,000,000 aggregate
10		
11	Sexual Misconduct Liability	\$1,000,000 per occurrence
12		

13 H. REQUIRED COVERAGE FORMS

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

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

18 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

37 //

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

4 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
5 cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice
6 to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the
7 Agreement, upon which the COUNTY may suspend or terminate this Agreement.

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

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

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

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

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

25 R. SUBMISSION OF INSURANCE DOCUMENTS

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

- 27 a. Prior to the start date of this Agreement.
- 28 b. No later than the expiration date for each policy.
- 29 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
30 changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

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

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

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

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

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

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

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

12
13 **XIII. INSPECTIONS AND AUDITS**

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

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

28 **C. AUDIT RESPONSE**

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

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

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

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

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

11
12 **XIV. LICENSES AND LAWS**

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

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

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

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

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

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

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

33 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
34 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
35 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
36 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and

37 //

1 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
2 grounds for termination of this Agreement.

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

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

- 9 1. ARRA of 2009.
- 10 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 11 3. CCC §§1798.80 through 1798.84, Customer Records.
- 12 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 13 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
14 Security.
- 15 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
16 Master Plans.
- 17 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 18 8. HSC, §11876, Narcotic Treatment Programs.
- 19 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 20 10. Code of Federal Regulations, Title 42, Public Health.
- 21 11. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 22 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 23 13. 41 CFR 50, Public Contracts and Property Management.
- 24 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 25 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
26 prevention and treatment block grants and/or projects for assistance in transition from
27 homelessness grants.
- 28 16. 45 CFR 93, New Restrictions on Lobbying.
- 29 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 30 18. 45 CFR 96.132, Additional Agreements.
- 31 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 32 20. 45 CFR 160, General Administrative Requirements.
- 33 21. 45 CFR 162, Administrative Requirements.
- 34 22. 45 CFR 164, Security and Privacy.
- 35 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 36 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.

37 //

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

26
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 //

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

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

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

15
16 **XVI. MAXIMUM OBLIGATION**

17 A. The Maximum Obligation of COUNTY for services provided in accordance with this Agreement
18 is as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
19 Subparagraph B. below.

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

22
23 **XVII. MINIMUM WAGE LAWS**

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

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

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

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

1
2
3 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
4 unlawfully discriminate against any employee or applicant for employment because of his/her race,
5 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
6 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
7 orientation, or military and veteran status. Additionally, during the term of this Agreement,
8 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
9 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
10 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
11 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
12 orientation, or military and veteran status.

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

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

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

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

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9,
4 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of
5 the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all
6 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state
7 law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
8 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
9 or more of the factors identified above:

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

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

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

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

29 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
30 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
31 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
32 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
33 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
34 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
35 with succeeding legislation.

36 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
37 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

1 | secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
2 | otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
3 | enforce rights secured by federal or state law.

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

7 |
8 | **XIX. NOTICES**

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

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

14 | 2. When faxed, transmission confirmed;

15 | 3. When sent by Email; or

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

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

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

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

28 |
29 | **XX. NOTIFICATION OF DEATH**

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

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

35 | 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
36 | telephone immediately upon becoming aware of the death due to non-terminal illness of any person
37 | served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for

1 | purposes of computing the time within which to give telephone notice and, notwithstanding the time
2 | limit herein specified, notice need only be given during normal business hours.

3 | 2. WRITTEN NOTIFICATION

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

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

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

15 |
16 | **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

24 |
25 | **XXII. PAYMENT CARD COMPLIANCE**

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

34 | //
35 | //
36 | //
37 | //

XXIII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

- 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
- 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

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

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

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

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

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

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

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

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

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

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

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

28
29 **XXIV. RESEARCH AND PUBLICATION**

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

33
34 **XXV. REVENUE**

35 A. CLIENT FEES – CONTRACTOR shall charge a fee to clients to whom services are provided
36 pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system
37 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,

1 but it shall not exceed the actual cost of services provided. No person shall be denied services because
2 of an inability to pay.

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

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

13
14 **XXVI. SEVERABILITY**

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

20
21 **XXVII. SPECIAL PROVISIONS**

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

- 24 1. Making cash payments to intended recipients of services through this Agreement.
- 25 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
26 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
27 of appropriated funds to influence certain federal contracting and financial transactions).
- 28 3. Fundraising.
- 29 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
30 CONTRACTOR’s staff, volunteers, or members of the Board of Directors.
- 31 5. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or
32 services.
- 33 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
34 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
35 salary advances or giving bonuses to CONTRACTOR’s staff.

36 //
37 //

1 7. Paying an individual salary or compensation for services at a rate in excess of the current
2 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
3 Schedule may be found at www.opm.gov.

4 8. Severance pay for separating employees.

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

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

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

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

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

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

16 15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
17 injection of any illegal drug.

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

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

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

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

23 2. Making phone calls outside of the local area unless documented to be directly for the
24 purpose of client care.

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

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

28 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
29 CONTRACTOR's clients.

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

34 //

35 //

36 //

37 //

XXVIII. STATUS OF CONTRACTOR

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

13
14 **XXIX. TERM**

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

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

23
24 **XXX. TERMINATION**

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

27 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
28 five (5) calendar 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 this
4 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
16 approved by the Board of Supervisors.

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

21 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 are to be transferred to another facility for services, furnish ADMINISTRATOR,
34 upon request, all client information and records deemed necessary by ADMINISTRATOR to affect an
35 orderly transfer.

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

1 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
2 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 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
12 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

13
14 **XXXI. THIRD PARTY BENEFICIARY**

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

18
19 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

25 //
26 //
27 //
28 //
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 VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER

5 DocuSigned by:
6 BY: Pamela Austin DATED: 4/18/2016
7 76EC1A013BBD4D3...

8 TITLE: Regional Operations Director

9
10
11 BY: _____ DATED: _____

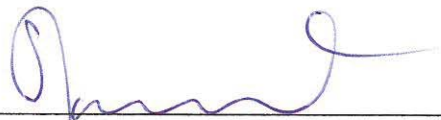
12
13 TITLE: _____

14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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

28
29
30 BY:  DATED: 4/18/16

31 DEPUTY

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

1 EXHIBIT A
2 AGREEMENT FOR PROVISION OF
3 SUBSTANCE USE DISORDER OUTPATIENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER
8 JULY 1, 2016 THROUGH JUNE 30, 2017
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

13 1. Active and On-going Case Load means documentation, by CONTRACTOR, of completion
14 of the entry and evaluation documents into IRIS, and documentation that the Participants are receiving
15 services at least twice per month and/or per contractual requirements.

16 2. ASAM also called ASAM PPC is a tool used to assess level of care.

17 3. CalOMS means the California Outcomes Measurement System which is a statewide
18 Participant-based data collection and outcomes measurement system as required by the State to
19 effectively manage and improve the provision of alcohol and other drug services at the State, County,
20 and provider levels.

21 4. Case Management and Linkage Brokerage means a process of identification, assessment of
22 need, planning, coordination and linking, monitoring and continuous evaluation of Participant's and of
23 available resources, and advocacy through a process of casework activities in order to achieve the best
24 possible resolution to individual needs in the most effective way possible. This includes supportive
25 assistance to the Participant in the assessment, determination of need and securing of adequate and
26 appropriate living arrangements (i.e., residential placement).

27 5. Case and Administrative Reviews means on-site reviews conducted by ADMINISTRATOR
28 that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or
29 conducting an audit, review, evaluation, or examination. Such persons may at all reasonable times
30 inspect, retain copies for purposes of non-confidential disclosure/breach situations, services in-question
31 requiring County management direction or otherwise evaluate the services provided pursuant to this
32 Agreement, and the premises in which they are provided. Any confidential information shall be
33 transported via a locked container.

34 6. CESI and CEST means self-administered survey instruments designed to assess
35 Participants' motivation for change, engagement in treatment, social and peer support, and other
36 psychosocial indicators of progress in recovery.

37 //

1 7. Collateral Counseling means face-to-face sessions with the significant persons in the
2 Participant’s life, focusing on their treatment needs to support the achievement of the Participant’s
3 treatment goals. Significant persons does not include those with an official or professional relationship
4 with the Participant. The Participant may or may not be present during the session.

5 8. DATAR means the Drug Abuse Treatment Access Report as required by the State.

6 9. Diagnosis means the definition of the nature of the Participant’s substance use disorder.
7 When formulating the diagnosis of Participant, CONTRACTOR shall use the diagnosis codes and axes
8 as specified in the most current edition of the DSM published by the American Psychiatric Association.
9 DSM diagnosis shall be recorded on all IRIS documents, as appropriate.

10 10. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
11 providing Consumer services. DSH credit is obtained for providing SUD, case management, and a crisis
12 intervention service to any Consumer open in IRIS which includes both billable and non-billable
13 services.

14 11. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR
15 staff in which specific information about the Participant is gathered, including assessment of ability to
16 pay, determination of DMC eligibility, and standard admission forms pursuant to the Agreement and
17 CCR, Title 22.

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

22 13. IRIS Service means a face-to-face contact, which results in a record of Therapeutic
23 Experience in a Participant's chart. Self-help meetings are not to be entered into IRIS as a service.

24 14. Licensed Mental Health Professional means licensed physicians, licensed psychologist,
25 licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed
26 vocational nurses, and licensed psychiatric technicians who meets the minimum professional and
27 licensure requirements set forth in CCR, Title 9, Section 625.

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

31 16. NIATx is a model for improving business process.

32 17. Medical Necessity means the establishment by a Contractor’s Medical Director, who is a
33 physician, that a Participant meets admission criteria and continuing care justification pursuant to CCR,
34 Title 22.

35 18. Participant means a person who has a substance use disorder, for whom a COUNTY-
36 approved intake process and admission for outpatient services has been completed pursuant to the
37 Agreement.

1 19. Evidence based treatment means the integration of clinical expertise, patient values, and the
 2 best research evidence into the decision making process for patient care. Such practices may include
 3 DBT, CBT, MET, Seeking Safety, or others.

4 20. Token means the security device which allows an individual user to access IRIS.

5 21. Self Help Meeting means a non-professional, peer participatory meeting formed by people
 6 with a common problem or situation offering mutual support to each other towards a goal of healing or
 7 (recovery).

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

10
 11 **II. BUDGET**

12 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this
 13 Exhibit A for each period of the Agreement and the following budget, which is set forth for
 14 informational purposes only and may be adjusted by mutual agreement, in writing, by
 15 ADMINISTRATOR and CONTRACTOR.

16
 17 ADMINISTRATIVE COST

18	Salaries	\$ 31,850
19	Benefits	4,206
20	Indirect	<u>3,609</u>

21 SUBTOTAL ADMIN COST \$ 39,665

22
 23 PROGRAM COST

24	Salaries	\$202,783
25	Benefits	30,625
26	Services and Supplies	38,837
27	Subcontractor	34,500

28 SUBTOTAL PROGRAM COST \$306,745

29
 30 GROSS COST \$346,410

31
 32 REVENUE

33	Participant Fees	<u>\$ 3,070</u>
----	------------------	-----------------

34 SUBTOTAL REVENUE \$ 3,070

35
 36 MAXIMUM OBLIGATION \$343,340

37 //

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

12 C. CFDA INFORMATION

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

15
16 CFDA No.: 93.959
17 Program Title: Block Grants for Prevention and Treatment of Substance Abuse
18 Federal Agency: Department of Health and Human Services
19 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract
20

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

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

26
27 **III. PAYMENTS**

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

37 //

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

8 C. Monthly payments are interim payments only, and subject to Final Settlement in accordance
9 with the Cost Report Paragraph of the Agreement. Invoices received after the due date may not be paid
10 in accordance with Subparagraph III.B. above.

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

15 E. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue
16 Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR
17 may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

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

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

22 H. In conjunction with Subparagraph III.A. of this Exhibit A to the Agreement, CONTRACTOR
23 shall not enter units of service into the County IRIS system for services not rendered. If such
24 information has been entered, CONTRACTOR shall make corrections within ten (10) business days
25 from notification by ADMINISTRATOR.

26
27 **IV. RECORDS**

28 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance
29 with the COUNTY Guidelines and CCR, Title 22, related to DMC on each Participant in sufficient
30 detail to permit an evaluation of services, which shall include, but need not be limited to:

31 1. Intake, Medical Necessity, and Treatment plans shall be documented within thirty (30)
32 calendar days in the Participant's record.

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

1 B. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
2 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
3 type of service for which payment is claimed in accordance with generally accepted accounting
4 principles.

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

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

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

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

19 C. RECORDS REVIEW – ADMINISTRATOR, any authorized representative of COUNTY, any
20 authorized representative of the State of California, the Secretary of the United States Department of
21 Health and Human Services, the Comptroller General of the United States, or any other of their
22 authorized representatives, shall have access to any books, documents, and records, including but not
23 limited to, financial statements, general ledgers, relevant accounting systems, medical and client records,
24 of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
25 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
26 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this
27 Agreement. Such persons may at all reasonable times inspect, retain copies for purposes of non-
28 confidential disclosure/breach situations, services in-question requiring County management direction or
29 otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are
30 provided. Any confidential information shall be transported via a locked container.

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

33 //
34 //
35 //
36 //
37 //

V. REPORTS

A. MONTHLY PROGRAMMATIC

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

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

B. FISCAL

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

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

C. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY’s IRIS and input all IRIS and CalOMS data for the preceding month. All services shall be entered into IRIS. CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission record in IRIS within seven (7) calendar days of Participant admission. CONTRACTOR shall complete a CalOMS discharge record in IRIS within seven (7) calendar days of Participant’s last face to face session. CONTRACTOR shall regularly run a CalOMS error detail report (CEDR) and correct any errors within two (2) business days of posting on the report and continue to recheck until error free. Annuals are due 30 days prior to the anniversary date.

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

//
//

1 E. CONTRACTOR shall obtain from eighty percent (80%) of Participants, the completed CESI
2 within thirty (30) calendar days of admission, and the CEST shall be completed at mid-point and at
3 completion for those Participants receiving at a minimum forty-five (45) calendar days of treatment.

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

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

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

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

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

19
20 **VI. SERVICES**

21 A. FACILITY – CONTRACTOR shall provide Substance Use Disorder Outpatient Services at the
22 following location, or at any other facility approved in advance, in writing, by ADMINISTRATOR.

23
24 1525 E. 17th Street, Suite B
25 Santa Ana, CA 92705

26
27 1. CONTRACTOR's facility for Outpatient services shall operate, at least, Monday through
28 Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or
29 weekends, when necessary to accommodate working Participants unable to participate during regular
30 daytime hours.

31 2. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule,
32 unless otherwise authorized, in writing, by ADMINISTRATOR.

33 3. CONTRACTOR shall provide at a minimum, on site or by referral, child care and
34 outpatient prenatal and postpartum medical care, pediatric care, vocational/educational services.

35 4. CONTRACTOR shall be DMC Certified to provide DMC Outpatient Drug Free services to
36 DMC beneficiaries prior to initiating this Agreement. CONTRACTOR will be expected to provide

37 //

1 DMC treatment services and bill per Outpatient Drug Free Medi-Cal CCR, Title 22 California Code of
2 Regulations. Therefore, CONTRACTOR must be:

- 3 a. DMC certified and with a billing system established before services commence.
- 4 b. Diligent and maintain active DMC certification throughout the period of the contract.
- 5 c. Certain to include DMC administrative costs of ten percent (10%) of the annual DMC
6 budget allocation for purposes of quality assurance to be provided by the COUNTY.
- 7 d. Time frames may be adjusted with prior approval from ADMINISTRATOR

8 B. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,
9 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
10 shall specify the facilities are "smoke free" with designated smoking areas outside the facility.

11 C. PERSONS TO BE SERVED – SUBSTANCE USE DISORDER OUTPATIENT SERVICES –
12 CONTRACTOR shall primarily serve Latinos(as) as well as non-Latinos(as) who are ages twelve (12)
13 and older. Such persons will be residents of Orange County in need of outpatient treatment services;
14 who have abstained from substance use for at least twenty-four (24) hours; have a diagnosis of substance
15 use disorder and meet medical necessity as determined by a physician. If any Non-Latino(a) Participant
16 requests to use a different provider, CONTRACTOR must attempt to make other arrangements
17 acceptable to the Participant. CONTRACTOR shall document any Participant’s refusal to accept
18 referrals to other programs in the Participant’s record.

19 D. ADMISSIONS FOR SUBSTANCE USE DISORDER OUTPATIENT SERVICES

20 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
21 with the program's rules and regulations. Said persons shall include persons living with
22 HIV/AIDS, as well as persons with a concurrent diagnosis of mental illness, i.e., those identified as
23 having a co-occurring disorder. Persons with co-occurring disorders and others who require prescribed
24 medication shall not be precluded from acceptance or admission solely based on their licit use of
25 prescribed medication(s). Persons having a concurrent diagnosis of mental illness will be served in
26 accordance with Federal Substance Abuse Prevention and Treatment Block Grant Program requirements
27 and COUNTY guidelines.

28 2. CONTRACTOR shall have a policy that requires Participants who show signs of any
29 communicable disease, or through medical disclosure during the intake process admitting to a health
30 related problem that would put others at risk, to be cleared medically before services are provided by the
31 program.

32 3. Participants shall attend an orientation session within seventy-two (72) hours of admission
33 which shall describe the functions and requirements of the program.

34 4. CONTRACTOR shall grant priority in admissions to persons referred by
35 ADMINISTRATOR.

36 5. CONTRACTOR’s Admission Policy shall reflect all applicable federal, state and county
37 regulations.

1 6. CONTRACTOR shall have the right to refuse admission of a person only in accordance
2 with its written admission policy; provided, however, CONTRACTOR shall comply with the
3 Nondiscrimination provisions of the Agreement.

4 7. CONTRACTOR shall evaluate Participant for DMC eligibility. All DMC eligible
5 Participants shall be enrolled in DMC and services shall be billed accordingly, as directed in
6 Subparagraph III.A. of this Exhibit A to the Agreement.

7 E. WAITING LIST – CONTRACTOR shall maintain a waiting list for the Substance Use Disorder
8 Outpatient program which satisfies the following requirements:

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

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

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

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

20 F. WORKLOAD STANDARDS – One (1) Direct Service Hour (DSH) will be equal to sixty (60)
21 minutes of direct services.

22 1. CONTRACTOR shall provide an average of seventy-five (75) DSH per month or nine
23 hundred (900) DSH per year per FTE of direct clinician time which shall include Individual Counseling,
24 Case Management, Crisis Intervention, and Group Counseling Services. One (1) DSH shall be equal to
25 one (1) hour. CONTRACTOR understands and agrees that this is a minimum standard and shall make
26 every effort to exceed this minimum.

27 2. SUBSTANCE USE DISORDER OUTPATIENT CASELOAD

28 CONTRACTOR shall maintain an average monthly caseload of thirty (30) Participants per
29 Counselor FTE. An FTE shall be equal to an average of forty (40) hours worked per week.
30 CONTRACTOR shall serve a total of two hundred sixteen (216) unduplicated clients annually.

31 G. SERVICES TO BE PERFORMED

32 1. SUBSTANCE USE DISORDER OUTPATIENT SERVICES shall include, but not be
33 limited to: a structured sequence of substance use disorder education, treatment planning, group and
34 individual counseling for up to one hundred eighty (180) days. Successful completion of treatment may
35 be considered when a participant has completed their treatment plan goals and may be earlier than one
36 hundred eighty (180) days but no later than one hundred eighty (180) days without a justification

37 //

1 between the fifth (5th) and sixth (6th) month of enrollment to continue services which shall be submitted
2 to ADMINISTRATOR for consideration, approval or lack thereof.

3 a. Screening – Prior to admission of adults, CONTRACTOR shall screen the individual
4 for placement into outpatient treatment using the ASAM PPC Tool. Individuals needing a higher level of
5 care shall be provided appropriate services until linkage to a higher level of care is made.
6 CONTRACTOR shall place the completed ASAM in the Participant’s file.

7 b. Assessment – CONTRACTOR shall provide a standardized, comprehensive risk and
8 needs assessment to each Participant to assess substance use history, family history, mental and
9 emotional status, educational, legal status and vocational background as well as daily living skills, stress
10 management, literacy, employment, education and money management. Assessment tools will be co-
11 occurring capable, meet best practice standards, may include ASI, CalOMS or any other assessment tool
12 that is completed, signed and dated by Participant and staff, as approved by ADMINISTRATOR.

13 c. Program Orientation – During the first seventy-two (72) hours of a Participant’s
14 admission into the program, CONTRACTOR shall provide an overview of the program. The Program
15 Orientation shall include, but not be limited to, the following:

- 16 1) Program structure, schedules, and rules
- 17 2) Understanding of substance use disorder
- 18 3) Policies regarding Participant fees
- 19 4) Participant rights
- 20 5) Assignment of a counselor
- 21 6) A copy of the code of Conduct
- 22 7) Continuing care services

23 d. Treatment Plan – CONTRACTOR shall develop an individualized treatment plan with
24 each Participant which shall be signed and dated by the Participant and Counselor within thirty (30)
25 calendar days of admission. The Medical Director (physician) shall sign and date the plan within fifteen
26 (15) calendar days of the Counselor’s signature for DMC participants. Each treatment plan shall include
27 identification of a drug and/or alcohol problem, a physical if so determined by the Medical Director, and
28 include long term and short term individualized goals for addressing the identified needs with action
29 steps, target dates and dates of resolution for each. CONTRACTOR shall base other problem areas from
30 a perspective encompassing the whole client’s needs as determined by the Assessment, Health
31 Questionnaire and other screening tools utilized such as suicidal/homicidal screening, depression/anxiety
32 scales, and/or trauma. Every thirty (30) days, CONTRACTOR shall review with the Participant, and
33 document in progress notes the Participant’s progress on the treatment plan. Staff documenting for any
34 Participant’s group or individual service shall understand progress notes are individualized narrative
35 summaries and shall include the following:

- 36 1) The topic of the session;
- 37 2) A description of the participant’s progress on the treatment plan and/or referrals;

1 3) Information on attendance, including the date, start and end times of each group or
2 individual and;

3 4) Type or legibly print the name, date and signature of the counselor or therapist who
4 conducted the session within seven (7) calendar days of the session.

5 CONTRACTOR shall update the treatment plan when a change in problem identification, focus of
6 recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the initial treatment
7 plan, and no later than every ninety (90) calendar days thereafter, whichever comes first.

8 e. Individual Counseling – CONTRACTOR shall provide individualized counseling to
9 Participant. Counseling shall be culturally appropriate to Participants' needs. Individual counseling
10 sessions shall be fifty (50) minutes sessions or twenty-five (25)-minute sessions or a combination of
11 each, for a minimum of one individual counseling session per thirty (30) day period; however, more
12 often is encouraged as allowable by funding source.

13 f. Group Counseling – CONTRACTOR shall provide counseling within a group to
14 Participants determined appropriate for group sessions. Topics for discussion shall include but not be
15 limited to, the following:

- 16 1) Substance use education.
- 17 2) Conflict resolution, anger management, skills building.
- 18 3) Trauma (abuse, violence)
- 19 4) Relapse prevention.
- 20 5) Mechanisms for building self-esteem and personal assertiveness.
- 21 6) Life skills and vocational pursuits.
- 22 7) Cultural and acculturation issues.
- 23 8) Co-occurring issue.
- 24 9) Personal values, social relations, family functioning, coping mechanisms and
25 related issues.
- 26 10) Chronic disease issues.

27 11) Group counseling sessions as based on client need for ninety (90) minutes each
28 with a minimum of two (2) participants per group. For DMC, there can be no more than twelve (12)
29 participants in a group with at least one being a DMC beneficiary. At a minimum, services will include
30 one face-to-face contact and/or one group a month for a total of two (2) services each month for non-
31 DMC Participants. At a minimum, services will include two (2) group sessions each month for DMC
32 eligible Participants.

33 12) All services and documentation shall meet DMC standards.

34 g. Case Management – CONTRACTOR shall provide Case Management services by
35 contacting outside agencies and making referrals for services outside the scope of comprehensive
36 substance use disorder treatment services as identified in the Participant’s treatment/recovery plan as
37 necessary to the Participant’s recovery. Such concomitant services include academic education,

1 vocational training, medical and dental treatment, pre-and post- counseling and testing for infectious
2 diseases, legal assistance, job search assistance, financial assistance, childcare, and self-help programs
3 such as twelve (12)-step programs. Said referrals and follow-up shall be documented in the Participant’s
4 file.

5 h. Group/Individual Sessions – CONTRACTOR shall provide, as appropriate, individual
6 and/or group sessions for family members or significant others of a Participant excluding professionals
7 such as employers or doctors. These services shall address varied systems dynamics, as they could
8 contribute to the Participant's relapse, and potential or actual substance use. Collateral Services shall
9 include the Participant unless determined inappropriate by the counselor.

10 i. Crisis Intervention – CONTRACTOR shall provide emergency assessment and
11 counseling with the Participant in a crisis situation. This shall include an actual relapse or an unforeseen
12 event or circumstance which presents an imminent threat of relapse to stabilize the emergency situation.

13 j. Self-help Programs – CONTRACTOR’s program shall include an introduction to
14 Narcotics Anonymous or Alcoholics Anonymous or other appropriate self-help programs. This shall
15 include, at a minimum, brochures, flyers, and/or meeting guides and include self-help meetings on site
16 or by referral.

17 k. Substance Use Screening

18 1) Contractor shall have a written policy and procedure statement regarding alcohol
19 and drug screening that includes unannounced drug and/or alcohol testing at a minimum of once a
20 month and more often in situations where there is suspicion of use. The urine specimen collection shall
21 be observed by same sex staff. This policy shall be approved by ADMINISTRATOR. For those
22 situations where drug screening is deemed appropriate and necessary, CONTRACTOR shall:

23 a) Establish procedures that protect against the falsification and/or contamination
24 of any body specimen sample collected for drug screening; and

25 b) Document results of the drug screening in the Participant’s record.

26 c) A copy of on-site testing results shall be placed in the Participant’s record
27 indicating the outcome and include the signature and date of the participant and staff conducting the
28 testing.

29 2) In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory
30 for drug screening purposes, CONTRACTOR shall collect and label samples from Participants.

31 3) In the event that any Participant receives a drug test result indicating any substance
32 use, CONTRACTOR shall formulate and implement a plan of corrective action which shall be
33 documented in the Participant’s record.

34 2. REFERRAL AND FOLLOW-UP – CONTRACTOR shall provide effective linkage of a
35 Participant to other ancillary services with follow-up to be documented in the Participant file to ensure
36 that the Participant has contacted the referred service. Referrals shall also be made for individuals
37 //

1 having special needs, such as persons living with HIV disease. Referrals shall be sensitive to the
2 Participant's cultural needs. Such referrals shall be documented in the Participant's file.

3 3. TRANSITION/EXIT PLAN – CONTRACTOR shall begin discharge planning immediately
4 after enrollment. CONTRACTOR shall prepare a formal exit plan within thirty (30) calendar days prior
5 to scheduled completion or the last face-to-face treatment for a DMC participant except for those which
6 the provider loses contact. The transition and exit plan shall be completed, signed and dated by staff and
7 Participant during the last face-to-face discharge planning session for DMC participants. Non-DMC
8 participants plan shall be signed and dated by staff and Participant upon completion of the transition/exit
9 plan or prior to completion. The transition and exit plan shall include the following:

10 a. Description of relapse triggers and support plan/strategies to assist the Participant in
11 maintaining a substance use free lifestyle, as well as, treatment plan goal achievement of lack thereof.

12 b. A continuing treatment exit plan that includes referral and transition of the Participant
13 to support services such as vocational rehabilitation, job training, self-help groups, alumni groups,
14 recovery maintenance services and other services, if needed, and document this in the Participant's file.
15 The continuing treatment exit plan shall also address referrals for unmet or continuing goals identified in
16 the Participant's treatment plan;

17 c. Provide a copy of the continuing care exit plan to the Participant.

18 4. DISCHARGE SUMMARY – CONTRACTOR shall develop written procedures regarding
19 Participant discharge. Written criteria for the discharge summary shall include:

20 a. Reason for discharge

21 b. Description of treatment episodes or recovery services

22 c. Current alcohol and/or drug usage at discharge

23 d. Vocational and educational achievements

24 e. Legal status

25 f. Linkages and referrals made

26 g. Participants comments

27 h. A description of the Participant's goals and achievement towards those goals as
28 described in the Participant's treatment plan.

29 i. Prognosis

30 j. Completion within thirty (30) calendar days of the date of the provider's last face-to-
31 face treatment contact for a DMC participant.

32 H. PERFORMANCE OBJECTIVES – CONTRACTOR shall achieve performance objectives by
33 June 30, of each period, tracking and reporting Performance Outcome Objective statistics in monthly
34 programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary
35 to the following services to meet the objectives, and, therefore, revisions to objectives and services may
36 be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.

37 //

1 1. Objective 1: CONTRACTOR shall provide effective substance use disorder assessment,
2 treatment, and counseling to adults with identified alcohol and/or drug problems as measured by
3 Retention Rates. CONTRACTOR shall maintain a fifty percent (50%) YTD Retention rate;

4 a. Retention rates shall be calculated by using the number of Participants currently
5 enrolled in or successfully completing their treatment program divided by the total number of
6 Participants served during the evaluation period.

7 b. At least fifty percent (50%) of clients who remain in the program for 30 days or more
8 will complete the program;

9 2. Objective 2: CESI and CEST

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

12 b. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in
13 Participant files.

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

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

- 19 a. Reduce waiting times
- 20 b. Reduce no-shows
- 21 c. Increase admissions
- 22 d. Increase continuation in treatment

23 I. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

27 a. The health questionnaire is a Participant's self-assessment of his/her current health
28 status and shall be completed by Participant prior to or at admission

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

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

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

36 1) CONTRACTOR shall obtain a copy of Participant's medical clearance or release
37 prior to Participant's admission to the program when applicable as listed in 2a.2 above.

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

2 c. CONTRACTOR shall provide directly or by referral: HIV education, voluntary,

3 confidential HIV antibody testing and risk assessment and disclosure counseling.

4 d. The programs shall have and post written procedures for obtaining medical or

5 psychiatric evaluation and emergency services.

6 e. The programs shall have readily available the name, address, and telephone number for

7 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

8 J. INTERIM SERVICES – All persons who are not admitted into Substance Use Disorder

9 Outpatient treatment within fourteen (14) calendar days due to lack of capacity, and who place their

10 names on the waiting list for admission, shall be provided interim services. Interim services shall

11 consist of: TB counseling, voluntary testing, referral for medical evaluation, if appropriate; and HIV

12 education, HIV risk assessment and disclosure counseling and voluntary confidential HIV antibody

13 testing. For pregnant women, interim services shall also include counseling on the effects of alcohol and

14 drugs on the developing fetus and referral to prenatal medical care services. Interim services may be

15 provided directly or by referral to ADMINISTRATOR or another appropriate provider and given to

16 prospective Participants within 48 hours. Provision of interim services for persons with alcohol and/or

17 other drug problems, who could otherwise be admitted into substance use disorder outpatient treatment,

18 shall be documented on the DATAR and reported monthly to the State.

19 K. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens

20 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

21 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with

22 a unique password. Tokens and passwords shall not be shared with anyone.

23 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number, and the staff

24 member to whom each is assigned.

25 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the

26 Token for each staff member assigned a Token.

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

28 conditions:

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

30 b. Token of each staff member who no longer requires access IRIS.

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

32 d. Tokens malfunctioning.

33 5. ADMINISTRATOR will issue tokens for CONTRACTOR's staff members who require

34 access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

35 6. CONTRACTOR shall reimburse the COUNTY for tokens lost, stolen, or damaged through

36 acts of negligence.

37 //

VII. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in Full-Time Equivalents, hereinafter referred to as “FTEs,” for each period of the Agreement which shall be equal to an average of forty (40) hours of work per week:

DIRECT ADMINISTRATION STAFF	<u>FTEs</u>
Director of Behavioral Health	<u>0.04</u>
DIRECT ADMINISTRATION SUBTOTAL	0.04
PROGRAM ADMINISTRATION STAFF	
Director of Behavioral Health	0.25
Front Office Administrator	<u>0.50</u>
PROGRAM ADMINISTRATION	0.75
SUBTOTAL	
DIRECT PROGRAM STAFF	
Front Office	0.90
Program Coordinator	0.90
Case Manager Support	0.50
Clinical Supervisor	0.13
Group Facilitator/Case Manager	1.00
Counselor	<u>1.85</u>
DIRECT PROGRAM SUBTOTAL	5.28
TOTAL FTEs	6.07

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

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

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

1 staffing set forth in Subparagraph VII.B. above; provided, however, such written agreement is made in
2 advance of any staffing change.

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

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

14 G. All program staff having direct contact with Participants shall, within the first (1st) year of
15 employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize
16 physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR
17 shall ensure that on an annual basis, all program staff including administrator, volunteers and interns
18 having direct contact with Participants shall complete:

- 19 1. County Annual Provider Training,
- 20 2. County Annual Compliance Training,
- 21 3. Training on topics related to alcohol and drug use,
- 22 4. Minimum one hour training in Cultural Competence.

23 H. CONTRACTOR shall develop a written plan and provide ongoing training on topics related to
24 alcohol and drug use on an annual basis. All staff training shall be documented and maintained as part of
25 the training plan. CONTRACTOR shall maintain documentation of such efforts which may include; but
26 not be limited to: records of participation in COUNTY-sponsored or other applicable training;
27 recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as
28 appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to,
29 individuals who are physically challenged. CONTRACTOR shall refer to Culturally and Linguistically
30 Appropriate Services (CLAS) adapted by DHCS to develop culturally informed services.

31 I. Substance Use Disorder Staffing levels and qualifications shall meet the requirements of the
32 State Department of Health Care Services (DHCS) Counselor Certification Standards for California for
33 //
34 Outpatient Services. All staff providing treatment services shall be licensed and/or certified in
35 accordance with state requirements, and professional guidelines, as applicable.

36 J. CONTRACTOR shall provide pre-employment screening of any staff person/intern/volunteer
37 providing any service pursuant to the Agreement. All new staff, volunteers, and interns shall pass a one-

1 time “live scan” finger printing background check prior to employment. ADMINISTRATOR may
2 change this approval mechanism at their discretion. The results of the fingerprint checks will be sent
3 directly from the Department of Justice to the CONTRACTOR. Results must remain in staff file.

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

5 a. No person shall have been convicted of a sex offense for which the person is required to
6 register as a sex offender under PC, Section 290;

7 b. No person shall have been convicted of an arson offense – PC, Sections 451, 451.1,
8 451.5, 452, 452.1, 453, 454, or 455;

9 c. No person shall have been convicted of any violent felony as defined in PC, Section
10 667.5, which involve doing bodily harm to another person, for which the staff member was convicted
11 within five years prior to employment;

12 d. No person shall be on parole or Probation;

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

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

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

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

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

1 EXHIBIT B
2 AGREEMENT FOR PROVISION OF
3 SUBSTANCE USE DISORDER OUTPATIENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER
8 JULY 1, 2016 THROUGH JUNE 30, 2017
9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

37 //

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

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

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

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

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

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

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

1 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
2 the standard keyboard:

- 3 1) Upper case letters (A-Z)
- 4 2) Lower case letters (a-z)
- 5 3) Arabic numerals (0-9)
- 6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

37 //

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
20 COUNTY.

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 //

1 EXHIBIT C
2 AGREEMENT FOR PROVISION OF
3 SUBSTANCE USE DISORDER OUTPATIENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER
8 JULY 1, 2016 THROUGH JUNE 30, 2017
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 with respect to health care providers participating in the program, and statutes or regulations that require
2 the production of information, including statutes or regulations that require such information if payment
3 is sought under a government program providing public benefits.

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

35 //
36 //
37 //