

1 AGREEMENT FOR PROVISION OF
2 PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND

6 ~~SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.~~
7 SOUTHERN CALIFORNIA OF ALCOHOL AND DRUG PROGRAMS, INC.

8 JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2019

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

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

18
19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
20 Perinatal Residential Substance Use Disorder Treatment Services described herein to the residents of
21 Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: -July 1, ~~2014~~2016 through June 30, ~~2016~~2019

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

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

~~Aggregate~~ Period Three means the period from July 1, 2018 through June 30, 2019

Maximum Obligation:

Period One Maximum Obligation: _____ \$
1, ~~384,917~~358,172

Period Two Maximum Obligation: _____
1, ~~384,917~~358,172

Period Three Maximum Obligation 1,358,172

TOTAL ~~AGGREGATE~~ MAXIMUM OBLIGATION: _____ ~~\$2,769,834~~ \$ 4,074,516

Basis for Reimbursement: Actual Cost

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

CONTRACTOR DUNS Number: 06-067-8189

CONTRACTOR TAX ID Number: 23-7228780

Notices to COUNTY and CONTRACTOR:

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

~~CONTRACTOR:~~ ~~Southern California Alcohol and Drug Programs, Inc.~~
~~11500 Paramount Boulevard~~
~~Downey, CA 90241~~

~~ATTN: Judith Rojas~~

~~scadp.rojas@gmail.com~~

CONTRACTOR: Southern California Alcohol and Drug Programs, Inc.
11500 Paramount Boulevard
Downey, CA 90241
Contact Name: Kimberly Hendrix, Assistant Director
Contact Email: khendrix@voala.org

I. ~~ACRONYMS~~ ACRONYMS

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

| | | | | |
|----|-----------------|--|---|-----------------------------|
| A. | ADP | Alcohol and Drug Program | <u>AA</u> | <u>Alcoholics Anonymous</u> |
| B. | <u>AB 109</u> | <u>Assembly Bill 109, 2011 Public Safety Realignment</u> | | |
| C. | <u>ABC</u> | <u>Allied Behavioral Care</u> | | |
| D. | <u>ACH</u> | <u>Acute Care Hospital</u> | | |
| E. | <u>ADAS</u> | <u>Alcohol and Drug Abuse Services</u> | | |
| F. | <u>ADL</u> | <u>Activities of Daily Living</u> | | |
| G. | <u>ADP</u> | <u>Alcohol and Drug Program</u> | | |
| H. | <u>AES</u> | <u>Advanced Encryption Standard</u> | | |
| I. | <u>AFLP</u> | <u>Adolescent Family Life Program</u> | | |
| J. | <u>AIDS</u> | <u>Acquired Immune Deficiency Syndrome</u> | | |
| K. | <u>AIM</u> | <u>Access for Infants and Mothers</u> | | |
| L. | <u>AMHS</u> | <u>Adult Mental Health Services</u> | | |
| M. | C. | <u>ARRA</u> | <u>American Recovery and Reinvestment Act of 2009</u> | |
| N. | <u>ASAM PPC</u> | <u>American Society of Addiction Medicine Patient Placement Criteria</u> | | |
| O. | D. | <u>ASI</u> | <u>Addiction Severity Index</u> | |
| P. | <u>ASIST</u> | <u>Applied Suicide Intervention Skills Training</u> | | |
| Q. | <u>ASO</u> | <u>Administrative Services Organization</u> | | |
| R. | E. | <u>ASRS</u> | <u>Alcohol and Drug Programs Reporting System</u> | |
| S. | F. | <u>BBS</u> | <u>Board of Behavioral Sciences</u> | |
| T. | <u>BCP</u> | <u>Business Continuity Plan</u> | | |
| U. | <u>BH</u> | <u>Base Hospital</u> | | |
| V. | H. | BJA | Bureau of Justice Administration | |
| | I. | CAF | Client Admit Form | |
| | J. | <u>BHS</u> | <u>Behavioral Health Services</u> | |
| W. | <u>CalOMS</u> | <u>California Outcomes Measurement System</u> | | |

| | | | |
|----|-------------------|----------------------|---|
| 1 | X. | CalWORKs | California Work Opportunity and Responsibility for Kids |
| 2 | Y. | K. CAP | Corrective Action Plan |
| 3 | Z. | CAT | Centralized Assessment Team |
| 4 | AA. | L. CCC | California Civil Code |
| 5 | AB. | CCLD | (California) Community Care Licensing Division |
| 6 | AC. | M. CCR | California Code of Regulations |
| 7 | AD. | CDCR | California Department of Corrections |
| 8 | | | and Rehabilitation |
| 9 | AE. | CDSS | California Department of Social Services |
| 10 | AF. | CERC | Children's Emergency Receiving Center |
| 11 | AG. | O. CDCI | Comprehensive Drug Court Implementation |
| 12 | | P. CD/DVD | Compact Disc/Digital Video or Versatile Disc |
| 13 | | Q. CESI | Client Evaluation of Self at Intake |
| 14 | AH. | R. CEST | Client Evaluation of Self and Treatment |
| 15 | AI. | CFDA | Catalog of Federal Domestic Assistance |
| 16 | AJ. | S. CFR | Code of Federal Regulations |
| 17 | T. AK. | CHDP | Child Health and Disability Prevention |
| 18 | AL. | CHHS | California Health and Human Services Agency |
| 19 | AM. | U. CHPP | COUNTY HIPAA Policies and Procedures |
| 20 | AN. | V. CHS | Correctional Health Services |
| 21 | W. AO. | CIPA | California Information Practices Act |
| 22 | AP | X. CIW | California Institute for Women |
| 23 | Y. | CMPPA | Computer Matching and Privacy Protection Act |
| 24 | AQ. | COI | Certificate of Insurance |
| 25 | AR. | CPA | Certified Public Accountant |
| 26 | AS. | CSI | Client and Services Information |
| 27 | AT. | CSW | Clinical Social Worker |
| 28 | AU. | CYBHS | Children and Youth Behavioral Health Services |
| 29 | AV. | Z. DATAR | Drug Abuse Treatment Access Report |
| 30 | AW. | DCR | Data Collection and Reporting |
| 31 | AX. | DD | Dually Diagnosed |
| 32 | AY. | DEA | Drug Enforcement Agency |
| 33 | AZ. | DHCS | California Department of Health Care Services |
| 34 | BA. | AA. D/MC | Drug/Medi-Cal |
| 35 | BB. | AB. DHCS | DMV California Department of Health Care |
| 36 | | | Services Motor Vehicles |
| 37 | BC. | AC. DoD | US Department of Defense |

| | | | | |
|----|----------------|----------------|-----------------|---|
| 1 | BD. | AD. | DPFS | Drug Program Fiscal Systems |
| 2 | AE | BE. | DRC | Probation's Day Reporting Center |
| 3 | BF. | DRP | | Disaster Recovery Plan |
| 4 | BG. | AF. | DRS | Designated Record Set |
| 5 | BH. | DSM | | Diagnostic and Statistical Manual of Mental Disorders |
| 6 | BI. | DSM-IV | | Diagnostic and Statistical Manual of Mental Disorders. 4th Edition |
| 7 | BJ. | DSM-V | | Diagnostic and Statistical Manual of Mental Disorders. 5th Edition |
| 8 | BK. | EBP | | Evidence-Based Practice |
| 9 | BL. | EDN | | Electronic Disease Notification System |
| 10 | BM. | EEOC | | Equal Employment Opportunity Commission |
| 11 | BN. | AG. | EHR | Electronic Health Records |
| 12 | BO. | AH. | E-Mail/PHI | Electronic Mail/Protected Health Information |
| 13 | BP. | AI. | EPSDT | Early and Periodic Screening, Diagnosis, and Treatment |
| 14 | BQ. | ERC | | Emergency Receiving Center |
| 15 | BR. | FFS | | Fee For service |
| 16 | BS. | FIPS | | Federal Information Processing Standards |
| 17 | BT. | FQHC | | Federally Qualified Health Center |
| 18 | BU. | FSP | | Full Service Partnership |
| 19 | BV. | AJ. | FOTP | Female Offender Treatment Program |
| 20 | AK. | FTE | | Full Time Equivalent |
| 21 | AL | BW. | GAAP | Generally Accepted Accounting Principles |
| 22 | BX. | HAB | | Federal HIV/AIDS Bureau |
| 23 | BY. | HCA | | County of Orange Health Care Agency |
| 24 | BZ. | AM. | HHS | Federal Health and Human Services Agency |
| 25 | AN | CA. | HIPAA | Health Insurance Portability and Accountability Act of 1996, Public |
| 26 | | | | Law 104-191 |
| 27 | CB. | HITECH ACT | | Health Information Technology for Economic and Clinical Health |
| 28 | | | | Act, Public Law 111-005 |
| 29 | CC. | AQ. | HIV | Human Immunodeficiency Virus |
| 30 | AP | CD. | HRSA | Federal Health Resources and Services Administration |
| 31 | CE. | HSC | | California Health and Safety Code |
| 32 | CF. | IBNR | | Incurred But Not Reported |
| 33 | CG. | AQ. | ID | Identification |
| 34 | CH. | AR. | IEA | Information Exchange Agreement |
| 35 | AS | CI. | IMD | Institute for Mental Disease |
| 36 | CJ. | IOM | | Institute of Medicine |
| 37 | CK. | IRIS | | Integrated Records and Information System |

| | | | |
|----|-----|----------------------|--|
| 1 | CL. | ISO | Insurance Services Office |
| 2 | CM. | ITC | Indigent Trauma Care |
| 3 | CN. | LCSW | Licensed Clinical Social Worker |
| 4 | CO. | LGBTQI | Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex |
| 5 | CP. | LPS | Lanterman/Petris/Short (Act) |
| 6 | CQ. | LPT | Licensed Psychiatric Technician |
| 7 | CR. | MAT | Medication Assisted Treatment |
| 8 | CS. | MEDS | Medi-Cal Eligibility Determination System |
| 9 | CT. | MFT | Marriage and Family Therapist |
| 10 | CU. | MH | Mental Health |
| 11 | CV. | MHIS | Mental Health Inpatient Services |
| 12 | CW. | MIHS | Medical and Institutional Health Services |
| 13 | CX. | AT. MHP | Mental Health Plan |
| 14 | CY. | MHRC | Mental Health Rehabilitation Centers |
| 15 | CZ. | MHS | Mental Health Specialist |
| 16 | DA. | MHSA | Mental Health Services Act |
| 17 | DB. | MORS | Milestones of Recovery Scale |
| 18 | DC. | MS | Mandatory Supervision |
| 19 | DD. | MSN | Medical Safety Net |
| 20 | DE. | MTP | Master Treatment Plan |
| 21 | DF. | NA | Narcotics Anonymous |
| 22 | DG. | AU. NIATx | Network for Improvement for of Addiction Treatment Model |
| 23 | DH. | NIH | National Institutes of Health |
| 24 | DI. | AV. NIST | National Institute of Standards and Technology |
| 25 | DJ. | NOA | Notice of Action |
| 26 | DK. | NP | Nurse Practitioner |
| 27 | DL. | NPDB | National Provider Data Bank |
| 28 | DM. | NPI | National Provider Identifier |
| 29 | DN. | NPP | Notice of Privacy Practices |
| 30 | DO. | OCEMS | Orange County Emergency Medical Services |
| 31 | DP. | AW. OCJS | Orange County Jail System |
| 32 | DQ. | OC-MEDS | Orange County Medical Emergency Data System |
| 33 | DR. | AX. OCPD | Orange County Probation Department |
| 34 | DS. | AY. OCR | Federal Office for Civil Rights |
| 35 | DT. | AZ. OCSD | Orange County Sheriff's Department |
| 36 | DU. | BA. OIG | Federal Office of Inspector General |
| 37 | DV. | BB. OMB | Federal Office of Management and Budget |

| | | |
|----|--|--|
| 1 | DW. BC. OPM | Federal Office of Personnel Management |
| 2 | BD. PADSS DX. ORR | Federal Office of Refugee Resettlement |
| 3 | DY. P&P | Policy and Procedure |
| 4 | DZ. PA DSS | Payment Application Data Security Standard |
| 5 | DA. PAF | Partnership Assessment Form |
| 6 | DB. PAR | Prior Authorization Request |
| 7 | DC. PBM | Pharmaceutical Benefits Management |
| 8 | DD. BE. PC | State of California Penal Code |
| 9 | BF DE. PCI DSS | Payment Card Industry Data Security Standard |
| 10 | DF. PCP | Primary Care Provider |
| 11 | DG. PCS | Post-Release Community Supervision |
| 12 | DH. BG. PHI | Protected Health Information |
| 13 | BH DI. PI | Personal Information |
| 14 | DJ. BI. PII | Personally Identifiable Information |
| 15 | DK. BJ. PRA | California Public Record Records Act |
| 16 | DL. PSAI/ACT | Perinatal Substance Abuse Services Initiative/Assessment and |
| 17 | | Coordination Team |
| 18 | DM. PSC | Professional Services Contract |
| 19 | DN. PTRC | Paramedic Trauma Receiving Center |
| 20 | DO. QI | Quality Improvement |
| 21 | DP. QIC | Quality Improvement Committee |
| 22 | DQ. RHAP | Refugee Health Assessment Program |
| 23 | DR. RHEIS | Refugee Health Electronic Information System |
| 24 | DS. RN | Registered Nurse |
| 25 | DT. RSA | Remote Site Access |
| 26 | DU. SAPTBG | Substance Abuse Prevention and Treatment Block Grant |
| 27 | DV. SD/MC | Short-Doyle Medi-Cal |
| 28 | DW. SIR | Self-Insured Retention |
| 29 | DX. SMA | Statewide Maximum Allowable (rate) |
| 30 | DY. SNF | Skilled Nursing Facility |
| 31 | EZ. SR | Supervised Release |
| 32 | EA. SRP | Supervised Release Participant |
| 33 | EB. SSA | County of Orange Social Services Agency |
| 34 | EC. BK. PSN | Parole Services Network |
| 35 | BL. SSI | Supplemental Security Income |
| 36 | ED. STP | Special Treatment Program |
| 37 | EE. SUD | Substance Use Disorder |

| | | |
|----|--|---|
| 1 | EF. TAR | Treatment Authorization Request |
| 2 | EG. TAY | Transitional Age Youth |
| 3 | EH. BM. TB | Tuberculosis |
| 4 | EI. TBS | Therapeutic Behavioral Services |
| 5 | EJ. TRC | Therapeutic Residential Center |
| 6 | EK. TTY | Teletypewriter |
| 7 | EL. TUPP | Tobacco Use Prevention Program |
| 8 | EM. UMDAP | Uniform Method of Determining Ability to Pay |
| 9 | EN. UOS | Units of Service |
| 10 | EO. BN. The HITECH Act | The Health Information Technology for Economic and |
| 11 | Clinical Health | Act, Public Law 111-005 |
| 12 | BO. USC | United States Code |
| 13 | EP. VOLAGs | Volunteer Agencies |
| 14 | EQ. W&IC | BP. WIC State of California Welfare and Institutions |
| 15 | Code | |
| 16 | ER. WIC | Women, Infants and Children |

II. ALTERATION OF TERMS

19 A. This Agreement, together with ~~Exhibit A~~ Exhibits A, B, and C attached hereto and incorporated
 20 herein ~~by reference~~, fully expresses ~~all~~ the complete understanding of COUNTY and CONTRACTOR
 21 with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between~~
 22 ~~the parties for these purposes. No~~.

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

1 A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for
 2 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
 3 programs.

4 1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of
 5 the relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of
 6 Conduct and General Compliance Trainings.

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

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

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

23 //

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

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

32 ~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
 33 procedures and screen all Covered Individuals employed or retained to provide services related to this
 34 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
 35 Screening shall be conducted against the General Services Administration's Excluded Parties List
 36 System or System for Award Management, the Health and Human Services/Office of Inspector General
 37 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider

1 List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

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

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

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

27 ~~7. Failure of CONTRACTOR to submit its Compliance Program~~ 2. An ~~and~~
28 ~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure~~
29 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~
30 ~~grounds for termination of this Agreement as to the non-complying party.~~

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

36 ~~1.~~ Ineligible Person shall be any individual or entity who:

37 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~

1 federal and state health care programs; or

2 b. has been convicted of a criminal offense related to the provision of health care items or
3 services and has not been reinstated in the federal and state health care programs after a period of
4 exclusion, suspension, debarment, or ineligibility.

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

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

15 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
16 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
17 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
18 Individual providing services directly relative to this Agreement becomes debarred, excluded or
19 otherwise becomes an Ineligible Person.

20 #

21 ~~5~~ 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from
22 providing federal and state funded health care services by contract with COUNTY in the event that they
23 are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing
24 agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
25 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
26 business operations related to this Agreement.

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

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

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

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

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

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

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

10 ~~—D. CODE OF CONDUCT—ADMINISTRATOR has developed a Code of Conduct for adherence
11 by ADMINISTRATOR's employees and contract providers.~~

12 ~~—1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
13 ADMINISTRATOR's Code of Conduct.~~

14 ~~—2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
15 made aware of ADMINISTRATOR's Code of Conduct.~~

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

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

22 #

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

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

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

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

36 ~~—E. D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE
37 STANDARDS~~

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

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

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

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

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

17 **V. CONFIDENTIALITY**

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

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

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

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

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

6 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
7 week, of any suspected or actual breach of its computer system ~~security, if the security breach would~~
8 ~~require notification under CCC §1798.82.~~

9 //

10 //

11 VI. COST REPORT

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

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

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

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

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

35 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
36 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
37 CONTRACTOR has not entered into a subsequent or new agreement for any other services with

1 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of ~~this~~the
2 Agreement shall be immediately reimbursed to COUNTY.

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

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

17 D. Costs of Medi-Cal services shall not exceed the D/MC rate caps per Medi-Cal Unit of Service,
18 as determined by the California ~~State~~ Department of ~~Alcohol and Drug Programs~~ Health Care Services.

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

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

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

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

35
36 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
37 supporting documentation prepared by _____ — for the cost report period

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

Signed _____
Name _____
Title _____
Date _____

VII. DEBARMENT AND SUSPENSION CERTIFICATION 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; and

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

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

1
2 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

35 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
36 means of subcontracts, provided such subcontracts are approved in advance, in writing by
37 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity

1 under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

13
14 **IX. ~~EMPLOYEE ELIGIBILITY VERIFICATION~~ EMPLOYEE ELIGIBILITY**
15 **VERIFICATION**

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

26
27 **X. EQUIPMENT**

28 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
29 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
30 ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement.
31 “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs
32 \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined
33 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales
34 taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
35 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
36 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
37 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be

1 depreciated according to ~~generally accepted accounting principles~~ GAAP.

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

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

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

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

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

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

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

30 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.

31 32 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

1 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 2 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
 3 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
 4 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
 5 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
 6 services, staffing, facilities or supplies.

8 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

1 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

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

4 ~~E~~ F. QUALIFIED INSURER

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

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

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

| <u>Coverage</u> | <u>Minimum Limits</u> |
|--|--|
| 16 Commercial General Liability 17 18 19 <hr style="width: 20%; margin-left: 0;"/> 20 aggregate | \$1,000,000 per occurrence \$2,000,000 |
| 22 Automobile Liability including coverage 23 for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| 25 Workers' Compensation | Statutory |
| 27 Employers' Liability Insurance | \$1,000,000 per occurrence |
| 29 <u>Network Security & Privacy</u> 30 <u>Liability</u> | <u>\$1,000,000 per claims made</u> |
| 32 Professional Liability Insurance 33 <hr style="width: 20%; margin-left: 0;"/> | \$1,000,000 per claims made or per occurrence |
| 35 Sexual Misconduct Liability | \$1,000,000 per occurrence |

37 ~~G~~ H. REQUIRED COVERAGE FORMS

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

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

5 H. REQUIRED ENDORSEMENTS—

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

8 1 a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at
9 least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
10 agents as Additional Insureds.

11 2 b. A primary non-contributing endorsement evidencing that the CONTRACTOR's
12 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
13 excess and non-contributing.

14 ~~— I~~ 2. The Network Security and Privacy Liability policy shall contain the following
15 endorsements which shall accompany the COI:

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

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

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

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

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

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

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

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

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

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

13 ~~QR~~. SUBMISSION OF INSURANCE DOCUMENTS

14 1. The COI and endorsements shall be provided to COUNTY as follows:
 15 a. Prior to the start date of this Agreement.
 16 b. No later than the expiration date for each policy.
 17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 18 changes to any of the insurance types as set forth in Subparagraph ~~FG~~ of this Agreement.

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

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

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

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

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

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

XIII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

~~E. CONTRACTOR shall employ~~ retain a licensed certified public accountant, who will prepare an annual Single Audit as required by ~~OMB-133~~ 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

1 Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within
2 fourteen (14) calendar days of receipt.

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

8 **XIV. LICENSES AND LAWS**

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

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

20 ~~1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide~~
21 ~~Manual.~~

22 ~~2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug~~
23 ~~Program Certification Standards, March 2004.~~

24 ~~3. HSC, Divisions 10.5 and 10.6.~~

25 ~~4. HSC, §§11758.40 through 11758.47.~~

26 ~~5. HSC, §§11839 through 11839.22.~~

27 ~~6. HSC, §11864.~~

28 ~~7. HSC, §11876(a).~~

29 ~~8. HSC, §§123110 through 123149.5.~~

30 ~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.~~

31 ~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.~~

32 ~~11. 41 CFR, Public Contracts and Property Management.~~

33 ~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~

34 ~~13. 45 CFR 93, New Restrictions on Lobbying.~~

35 ~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~

36 ~~15. 45 CFR 96.132(e), Additional Agreements.~~

37 ~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~

- 1 ~~17. 45 CFR 160, General Administrative Requirements.~~
- 2 ~~18. 45 CFR 162, Administrative Requirements.~~
- 3 ~~19. 45 CFR 164, Security And Privacy.~~
- 4 ~~20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~
- 5 ~~21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to~~
- 6 ~~influence certain federal contracting and financial transactions.~~
- 7 ~~22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.~~
- 8 ~~23. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
- 9 ~~Health Services Administration.~~
- 10 ~~24. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd 2, Confidentiality of Records.~~
- 11 ~~25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health~~
- 12 ~~services facilities and organizations.~~
- 13 ~~26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative~~
- 14 ~~Simplification.~~
- 15 ~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on~~
- 16 ~~Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~
- 17 ~~28. 42 USC 6101, Age Discrimination Act of 1975.~~
- 18 ~~29. 42 USC 2000d, Civil Rights.~~
- 19 ~~30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse~~
- 20 ~~prevention and treatment block grants and/or projects for assistance in transition from homelessness~~
- 21 ~~grants."~~
- 22 ~~31. 8 USC, 1324, Immigration Reform & Control Act, 1986.~~
- 23 ~~32. CCC §§56 through 56.37, Confidentiality of Medical Information.~~
- 24 ~~33. CCC §§1798.80 through 1798.82, Customer Records.~~
- 25 ~~34. CCC §1798.85, Confidentiality of Social Security Number.~~
- 26 ~~35. CCR, Title 9, Division 4; and Title 22.~~
- 27 ~~36. OMB Circulars A 87, A 89, A 110, A 122, and A 133.~~
- 28 ~~37. U.S. Department of Health and Human Services Grants Policy Statement.~~
- 29 ~~38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol~~
- 30 ~~and Drug Programs, 2003.~~
- 31 ~~39. Title 22, CCR, §51009.~~
- 32 ~~40. California Welfare and Institutions Code, §14100.2.~~
- 33 ~~41. D/MC Certification Standards for Substance Abuse Clinics, July 2004.~~
- 34 ~~42. D/MC Billing Manual (March 23, 2010).~~
- 35 ~~43. 45 CFR 96.124(e).~~
- 36 ~~44. 45 CFR 96.131, "Treatment Services for Pregnant Women".~~
- 37 ~~45. HSC, §11757.59, Perinatal State General fund.~~

~~46. County of Orange, HCA, Substance User Disorder Treatment Services D/MC Utilization Control Plan for Perinatal Residential Services.~~

~~47. State of California, Perinatal Services Guidelines.~~

~~48. Title 2, CCR, §51341.1(h)(5)(A).~~

~~49. State of California, Department of Social Services, Community Care Licensing Division requirements for Group Homes.~~

~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

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

1. ARRA of 2009.

2. CCC §§56 through 56.37, Confidentiality of Medical Information.

3. CCC §§1798.80 through 1798.84, Customer Records.

4. CCC §1798.85, Confidentiality of Social Security Numbers.

5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.

6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse

- 1 Master Plans.
- 2 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 3 8. HSC, §11876, Narcotic Treatment Programs.
- 4 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 5 10. Code of Federal Regulations, Title 42, Public Health.
- 6 11. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 7 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 8 13. 41 CFR 50, Public Contracts and Property Management.
- 9 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 10 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 11 prevention and treatment block grants and/or projects for assistance in transition from
- 12 homelessness grants.
- 13 16. 45 CFR 93, New Restrictions on Lobbying.
- 14 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 15 18. 45 CFR 96.132, Additional Agreements.
- 16 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 17 20. 45 CFR 160, General Administrative Requirements.
- 18 21. 45 CFR 162, Administrative Requirements.
- 19 22. 45 CFR 164, Security and Privacy.
- 20 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 21 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 22 25. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 23 Contracting and Financial Transactions.
- 24 26. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 25 National Institute on Drug Abuse.
- 26 27. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 27 Administration.
- 28 28. 42 USC §290dd-2, Confidentiality of Records.
- 29 29. 42 USC §1320(a), Uniform reporting systems for health services facilities and
- 30 organizations.
- 31 30. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 32 31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 33 32. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 34 33. 42 USC §2000d, Civil Rights Act of 1964.
- 35 34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 36 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 37 Federal Awards.

- 1 35. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
2 Grants Policy Statement (10/13).
- 3 36. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
4 Co-Occurring Disorders, Mental Health Services Oversight and Accountability
5 Commission, 1/17/08.
- 6 37. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
7 Manual.
- 8 38. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
9 Program Certification Standards, March 2004.
- 10 39. 45 CFR 96.124(e), Certain Allocations (SAPTBG).
- 11 40. 45 CFR 96.131, Treatment Services for Pregnant Women.
- 12 41. HSC §11757.59, Perinatal State General Fund.
- 13 42. County of Orange, HCA, Alcohol Program and Drug Abuse Services D/MC Utilization.
- 14 43. Control Plan for Perinatal Residential Services.
- 15 44. State of California, Department of Alcohol and Drug Programs, Perinatal Services
16 Guidelines.
- 17 45. CCR, Title 22, §51341.1(h)(5)(A), Drug Medi-Cal Substance Abuse Services.
- 18 46. California Department of Health Care Services, Office of Women's and Perinatal Services,
19 Perinatal Services Network Guidelines 2014.
- 20 47. California Code of Regulations (CCR), Title 22, Division 3, Health Care Services.
21 48.
- 22 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
23 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
24 Federal Awards.

25 **XV. LITERATURE, ADVERTISEMENTS LITERATURE, ADVERTISEMENTS, AND**
26 **SOCIAL MEDIA**

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

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

36 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
37 available social media sites) in support of the services described within this Agreement,

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

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

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

14 **XVI. MAXIMUM OBLIGATION**

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

23 B. ~~Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,~~
 24 ADMINISTRATOR may ~~increase or decrease~~ amend the ~~Period One and Period Two Maximum~~
 25 ~~Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum~~
 26 ~~Obligation of COUNTY as specified in the Referenced Contract Provisions of~~ by an amount not to
 27 exceed ten percent (10%) of Period One funding for this Agreement.

29 **XVII. MINIMUM WAGE LAWS**

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

37 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and

1 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
 2 pursuant to providing services pursuant to this Agreement.

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

8 XVIII. NONDISCRIMINATION

9 A. EMPLOYMENT

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

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

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

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

32 5. All solicitations or advertisements for employees placed by or on behalf of
 33 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
 34 for employment without regard to ~~ethnic group identification, race, religion, ancestry, religious creed,~~
 35 ~~color, creed, sex, marital status, national origin, age~~
 36 ~~(40 and over), sexual orientation, medical condition, or ancestry, physical or 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. Such ~~requirement~~ requirements shall
2 be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~ term EOE.

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

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

21 ~~1.~~ For the purpose of this ~~Subparagraph B.~~ Nondiscrimination paragraph, Discrimination
22 includes, but is not limited to the following based on one or more of the factors identified above:

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

32 ~~2. Complaint Process~~ C. COMPLAINT PROCESS – CONTRACTOR shall
33 establish procedures for advising all clients through a written statement that CONTRACTOR's and/or
34 subcontractor's clients may file all complaints alleging discrimination in the delivery of services with
35 CONTRACTOR, subcontractor, and ADMINISTRATOR, or the
36 U.S. Department of Health and Human ~~Services~~ Services' OCR. ~~CONTRACTOR's statement shall~~
37 ~~advise clients of the following:~~

1 ~~— a. In those cases where~~ 1. Whenever possible, problems shall be resolved informally
 2 and at the ~~client's~~ point of service. CONTRACTOR shall establish an internal informal problem
 3 resolution process for clients not able to resolve such problems at the point of service. Clients may
 4 initiate a grievance or complaint ~~is filed initially~~ directly with ~~the OCR,~~ CONTRACTOR either orally or
 5 in writing.

6 a. COUNTY shall establish a formal resolution and grievance process in the ~~OCR may~~
 7 ~~proceed to investigate~~ event informal processes do not yield a resolution.

8 b. Throughout the ~~client's complaint, or~~ problem resolution and grievance process, client
 9 rights shall be maintained, including access to the ~~OCR may request COUNTY to conduct~~ Patients'
 10 Rights Office at any point in the ~~investigation~~ process. Clients shall be informed of their right to access
 11 the Patients' Rights Office at any time.

12 ~~— b2.~~ Within the time limits procedurally imposed, the complainant shall be notified in
 13 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
 14 an appeal ~~with the OCR.~~

15 ~~C~~D. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to
 16 comply with the provisions of §504 of the Rehabilitation Act of 1973, ~~as amended~~, (29 USC 794 et seq.,
 17 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 ~~as amended~~
 18 (42 USC 12101, et seq.); ~~as implemented in 29 CFR 1630~~, as applicable, pertaining to the prohibition
 19 of discrimination against qualified persons with disabilities in all programs or activities; ~~and if~~
 20 ~~applicable, as implemented in Title 45, CFR, §84.1 et seq.~~, as they exist now or may be hereafter
 21 amended together with succeeding legislation.

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

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

31 32 XIX. NOTICES

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

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

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

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

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

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

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

18 **XX. NOTIFICATION OF DEATH**

19 A. ~~NON TERMINAL ILLNESS DEATH~~ Upon becoming aware of the death of any person served
 20 pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

29 2. ~~In addition,~~ WRITTEN NOTIFICATION

30 a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after~~
 31 ~~such death,~~ hand deliver ~~or~~ fax, ~~a written Notification of Non Terminal Illness Death~~ and/or send via
 32 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware
 33 of the death due to non-terminal illness of any person served pursuant to this Agreement.

34 b. TERMINAL ILLNESS – ~~3. The telephone report and written~~
 35 ~~Notification of Non Terminal Illness Death shall contain the name of the deceased, the date and time of~~
 36 ~~death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or~~
 37 ~~employees with knowledge of the incident.~~

~~B. TERMINAL ILLNESS DEATH~~

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

~~2C.~~ If there are any questions regarding the cause of death of any person served hereunder pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with ~~Subparagraph A. above~~ this Notification of Death Paragraph.

XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXII. ~~RECORDS MANAGEMENT AND MAINTENANCE,~~ PAYMENT CARD**COMPLIANCE**

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

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~~ Regulations Title 22, §§70751(c), 71551(c), 73543(a),

1 74731(ad), 75055(a), 75343(a), and 77143(a).

2 2. State of California, Department of Health Care Services ASRS manual Manual.

3 3. State of California, Department of Health Care Services DPFS manual Manual.

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

5 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j); _____

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

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

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

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

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

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

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

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

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

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

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

36 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
37 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~~Breach of ~~privacy unsecured PHI~~ and/or ~~security of PII~~
8 ~~and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or~~
9 ~~faesimile.~~

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

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

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

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

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

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

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

32 **XXIV. RESEARCH AND PUBLICATION**

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

36
37 **XXV. REVENUE REVENUE**

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

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

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

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

18
 19 **XXVI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

36 ~~— D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,~~
 37 ~~where applicable, shall comply with the prevailing wage and related requirements, as provided for in~~

~~accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it exists or may hereafter be amended.~~

XXV. SEVERABILITY

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

XXVII. SPECIAL PROVISIONS

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

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

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

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

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

~~5~~ 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

6 3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.

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

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

8. Severance pay for separating employees.

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

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

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

~~12. 7. Fundraising.~~

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

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

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

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

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

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

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

~~14.~~ 16. Assisting, promoting, or deterring union organizing.

~~15. Severance pay for separating employees.~~

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

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

18. Supplanting current funding for existing services.

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

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

~~2.~~ 1. Funding travel or training (excluding mileage or parking) ~~not approved by ADMINISTRATOR.~~

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

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

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

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

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

5 7. Providing inpatient hospital services or purchasing major medical equipment.

6 8. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
7 funds (matching).

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

12 **XXVIII. STATUS OF CONTRACTOR**

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

24 **XXIX. TERM**

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26
27 ~~— A. This specific Agreement with CONTRACTOR is only one of several agreements to which the~~
28 ~~term of this Agreement applies.~~ A. The term of this Agreement shall commence ~~and~~as
29 specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is
30 later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this
31 Agreement; unless otherwise sooner terminated as provided in this Agreement; provided, however,
32 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
33 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
34 reporting and accounting.

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

37

XXX. TERMINATION

1
2 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar ~~days~~ days[?]
3 written notice given the other party.

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

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

- 10 1. The loss by CONTRACTOR of legal capacity.
11 2. Cessation of services.
12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
13 another entity without the prior written consent of COUNTY.
14 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
15 required pursuant to this Agreement.
16 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
17 this Agreement.

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

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

D. CONTINGENT FUNDING

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

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

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

29 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
30 terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~ days[?] written notice given
31 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
32 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
33

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

1 F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~
 2 ~~Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

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

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

12 #

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

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

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

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

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

27 28 **XXXI. THIRD PARTY BENEFICIARY**

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

32 33 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

1 Agreement.

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37 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,

1 State of California.

2
3 ~~SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.~~
4 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.

5
6 BY: _____ DATED: _____

7
8
9 TITLE: _____

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11
12 ~~BY: _____ DATED: _____~~

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14 ~~TITLE: _____~~

15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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

27
28
29 BY: _____ DATED: _____

30 DEPUTY

31
32
33 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
34 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
35 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
36 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
37 signature alone is required by ~~HCA~~.

ADMINISTRATOR

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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.
 JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2019

I. COMMON TERMS AND DEFINITIONS

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

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

~~2. CalOMS means the California Outcomes Measurement System which is a statewide participant~~

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

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

3. CalOMS is a statewide Participant-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of alcohol and other drug treatment services at the ~~state, county~~ State, COUNTY, and provider levels.

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

4. 5. Co-Occurring is when a person has at least one substance use disorder and one mental health disorder that can be diagnosed independently of the other.

6. CSU means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Participants receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat Participants for no longer than 23 hours.

7. DATAR ~~means the Drug Abuse~~ is the DHCS system used to collect data on SUD treatment capacity and waiting lists.

8. Designated Beds means beds that are specifically reserved to provide timely linkage to

14 Participants who are coming directly from detoxification Services and are in need of Residential
 22 Treatment ~~Access Report as required by the State.~~

33 ~~5//~~

44 9. Graduation or Participant Completion means the completion of the residential
 55 ~~treatment~~ Residential Treatment Services program (recovery) ~~program~~ whereby the Participant has
 66 successfully completed all goals and objectives ~~for all phases and length of treatment authorized by~~
 77 ~~ADMINISTRATOR and~~ documented in the Participant's treatment plan ~~within the maximum~~
 88 ~~authorized length of stay authorized by ADMINISTRATOR.~~

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

133 711. IRIS means is a collection of applications and databases that serve the needs of
 144 programs within HCA and includes functionality such as registration and scheduling, laboratory
 155 information system, ~~billing invoices~~ and reporting capabilities, compliance with regulatory requirements,
 166 electronic medical records and other relevant applications.

177 812. Linkage means connecting ~~clients~~ Participant to ancillary services such as outpatient
 188 and/or residential treatment and supportive services which may include self-help groups, social services,
 199 rehabilitation services, vocational services, job training services, or other appropriate services.

200 ~~9~~ 13. Medication means those medications that are needed to maintain Participant's
 211 health, and without which there could be medical or mental health consequences to the Participant.

222 14. Methadone Maintenance Services means the administering and/or dispensing of methadone
 233 as a maintenance substitute narcotic drug for Participants who are dependent on heroin or another
 244 morphine-like drug. Services are inclusive of dosing, individual and group counseling, and are provided
 255 three hundred and sixty five (365) days per year.

266 ~~10. NIATx is a model for improving business process~~ 15. NIATX is a set of objectives used to
 277 measure the effectiveness of the treatment program.

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

299 ~~16~~ 12. ~~Non-Therapeutic Activity means work, school, and volunteer hours outside the facility,~~
 300 ~~chores, and recreation and socialization activities.~~

311 ~~13. Participant means a person~~ woman, eighteen (18) years and older, who is pregnant and/or
 322 has custody of dependent children up to twelve (12) years of age, in her care; who has a primary
 333 problem of substance use disorder, and who demonstrates a need for ~~whom a COUNTY approved intake~~
 344 ~~and admission for~~ perinatal substance use disorder residential treatment services ~~as appropriate have~~
 355 ~~been completed pursuant to the Agreement.~~

366 1417. Program Protocol means the written program description, goals, objectives, and
 377 policies established by CONTRACTOR for the ~~residential treatment~~ Residential Treatment Services

14 program provided pursuant to ~~the~~this Agreement.

22 ~~15~~18. Residential Perinatal Treatment Services means ~~a one hundred and eighty (180)~~
 33 ~~calendar day program of~~ alcohol and/or other drug treatment services that are provided to ~~adult women,~~
 44 ~~ages eighteen (18) and older, who are not in need of detoxification~~ Participants at a twenty-four (24)-
 55 hour residential program. Services are provided in an alcohol and drug free environment and support
 66 recovery from alcohol and/or other drug related problems. These services, ~~who are pregnant and/or~~
 77 ~~have custody of their dependent children up to twelve (12) years of age, provided~~ in their care; who have
 88 a ~~primary problem of substance use disorder, who demonstrate a need for perinatal substance use~~
 99 ~~disorder residential treatment services; and where Participant mother is the primary caregiver to her~~
 100 ~~child(ren) while in the~~ non-medical, residential ~~perinatal program~~ setting that has been licensed and
 111 certified by DHCS.

122 ~~16. Structured Activities~~ 19. Resocialization/Re-Entry means
 133 ~~Therapeutic~~ applying and ~~Non-Therapeutic~~ continuing treatment activities designed to ~~meet treatment~~
 144 ~~goals.~~

155 ~~17. Therapeutic Activity means activities such as individual counseling, groups~~ assist
 166 ~~Participants in working on personal issues, cultivate support systems, and self-help groups, but excludes~~
 177 ~~those activities listed in L. of this section. These activities shall incorporate best practices~~ seek and
 188 ~~evidence-based approaches.~~

199 ~~18/or obtain education/vocational. Token means the security device which allows an~~
 200 ~~individual user to access IRIS.~~

221 ~~19. Unit of Service means one (1) calendar day during which services are provided to a~~
 222 ~~Participant pursuant to the Agreement. The day of admission shall be included; the day of discharge~~
 233 ~~shall be excluded. If both admission and discharge occur on the same day, the day shall be considered a~~
 244 ~~day of admission and counts as a full day~~ or volunteer opportunities.

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

288 ~~B. CONTRACTOR~~ 21. Structured Activities means services including Therapeutic
 299 ~~Activity and ADMINISTRATOR may mutually agree, in writing,~~ Non-Therapeutic Activity designed to
 300 ~~modify~~ meet treatment goals.

311 a. Therapeutic Activity means activities such as individual counseling, groups and self-
 322 help groups, but excludes chores and recreational activities. These activities shall incorporate best
 333 practices and evidence-based approaches.

344 b. Non-Therapeutic Activity includes work, school, and volunteer hours outside the
 355 ~~Common Terms and Definitions Paragraph~~ facility, chores, and recreation and socialization activities.

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

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

24. Unit of Service means one (1) calendar day during which services are provided to a Participant pursuant to this ~~Exhibit A to the~~ Agreement.

II. BUDGET

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

| | <u>Period One</u> | <u>Period Two</u> | <u>TOTAL</u> |
|-----------------------------|-------------------|-------------------|--------------|
| ADMINISTRATIVE COSTS | | | |
| | | | \$ 202,784 |
| Salaries <u>Indirect</u> | 101,392 | 192,027 | \$ 101,392 |
| — Benefits | 29,981 | 29,981 | 59,962 |
| — Services and Supplies | 14,372 | 14,372 | 28,744 |
| — Professional Services | 6,750 | 6,750 | 13,500 |
| | | | \$ 304,990 |
| SUBTOTAL | 152,495 | 192,027 | \$ 152,495 |
| PROGRAM COSTS | | | |
| | | | \$ 1,435,720 |
| Salaries | 717,860 | 736,814 | \$ 717,860 |
| Benefits | 212,271 | 212,271 | 424,542 |
| Services and Supplies | 380,386 | 340,020 | 760,772 |
| | 10,400 | | 20,800 |
| Subcontracts | 2,560 | 10,400 | |
| | | | \$ 2,641,834 |
| SUBTOTAL | 1,320,917 | 292,145 | \$ 1,320,917 |
| | | | \$ 2,946,824 |
| GROSS COST | 1,473,412 | 484,172 | \$ 1,473,412 |
| REVENUE | | | |
| Participant Fees | \$ 74,000 | \$ 74,000 | \$ 148,000 |
| Food Stamps | 48,640 | 48,640 | 97,280 |
| Donations | 4,600 | 4,600 | 9,200 |

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EXHIBIT A

| | | | | | |
|-----------|-------------------------------------|-------------------------|------------------|--|-------------------------|
| <u>11</u> | | | \$ | | \$ 254,480 |
| <u>22</u> | TOTAL REVENUE | 127,240 | <u>126,000</u> | | \$ 127,240 |
| <u>33</u> | | | | | |
| <u>44</u> | NET COST | | \$ 1,346,172 | | \$ 2,692,344 |
| <u>55</u> | (TOTAL MAXIMUM OBLIGATION) | | | | |
| <u>66</u> | FUNDING SOURCES | | | | |
| <u>77</u> | MEDI-CAL | | \$ 215,000 | | \$ 430,000 |
| <u>88</u> | Federal Block Grant/ TSR | 1,131,172 | <u>1,143,172</u> | | 2,262,344 |
| <u>99</u> | TOTAL FUNDS | \$ 1,346,172 | <u>1,358,172</u> | | \$ 2,692,344 |

100111122

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

133144

C. CFDA Information

155166

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

177188

CFDA No.: 93.959

199

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

200

Federal Agency: Department of Health and Human Services

211

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

222233244

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

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

288299

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

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III. PAYMENTS

322333344355366377

A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations. Non-compliance will require the completion of a-CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR,

14 payments may be reduced accordingly. Furthermore, if- CONTRACTOR is ineligible to provide
 22 services due to non-compliance with licensure and/or certification standards of the State, County or
 33 OCPD, ADMINISTRATOR may elect to reduce County's maximum obligation proportionate to the
 44 length of time that CONTRACTOR is ineligible to provide services.

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

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

111 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties
 122 imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of
 133 CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties
 144 within thirty (30) days of written notification by COUNTY.

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

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

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

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

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

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

366 H. In conjunction with Subparagraph III.A. of this Exhibit A to the Agreement, CONTRACTOR
 377 shall not enter units of service into the County IRIS system for services not rendered. If such

11 information has been entered, CONTRACTOR shall make corrections within ten (10)
 22 ~~businesses~~ calendar days from notification by ADMINISTRATOR.

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

55

66

IV. RECORDS

77 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance
 88 with the COUNTY Guidelines, the State Perinatal Services Network Guidelines, and CCR, Title 22,
 99 related to ~~D/MC~~ DMC on each individual Participant and child in sufficient detail to permit an
 100 evaluation of services, which shall include, but need not be limited to:

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

144 2. An admission record shall include documentation that residential treatment services for
 155 substance use disorders are appropriate for the Participant. Such documentation, ~~made within seven (7)~~
 166 ~~calendar days of admission,~~ shall include a completed ASAM Criteria indicating appropriate level of
 177 care for participant, and a comprehensive psychosocial assessment completed within seven (7) calendar
 188 days of admission.

199 //

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

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

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

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

311 3. ~~The~~ PARTICIPANT FEES – Proof of eligibility for Drug Medi-cal is payment in full for
 322 treatment services rendered for Medi-cal beneficiaries. For all other participants the Participant
 333 eligibility determination and fee charged to and collected from Participant, shall be according to the
 344 COUNTY approved sliding scale fee schedule, together with a record of all invoice rendered and
 355 revenues received from any source on behalf of Participant treated pursuant to the Agreement, must be
 366 reflected in CONTRACTOR's financial records. ————— 4

377 C. COUNTY SLIDING FEE SCALE – CONTRACTOR shall utilize the sliding fee scale provided

14 by ADMINISTRATOR. ~~for non Medi-cal eligible participants~~ CONTRACTOR must have a policy
 22 describing the collection of Participant fees. No Participant shall be denied access to services due to an
 33 inability to pay; however, Participants are responsible for paying their fees according to the provided fee
 44 scale once an ability to pay is secured. The Participant's failure to make a reasonable effort to pay the
 55 assessed fee is cause for termination of services.

66 ~~5~~D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 77 Records Paragraph of this Exhibit A to the Agreement.

99 V. REPORTS

100 A. MONTHLY PROGRAMMATIC

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

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

200 B. FISCAL

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

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

344 C. MONTHLY IRIS ~~—~~ CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS
 355 and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the month
 366 following the report month. ~~CONTRACTOR shall correct and submit all errors from the CalOMS
 377 Feedback and Error Report via IRIS within seven (7) calendar days of receipt of the report. CalOMS~~

~~discharges shall be entered no later than seven (7) calendar days after Participant's discharge.~~

~~D. MONTHLY DATAR~~ D. CALOMS – 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 discharge. CONTRACTOR shall run a CalOMS error report and correct any errors within two (2) business days of submitting the CalOMS admission or discharge, and continue to recheck until error free.

E. 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) ~~business~~ calendar day of the month following the report month.

~~EF.~~ ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the information is needed.

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

VI. SERVICES

A. FACILITY – CONTRACTOR shall operate licensed and certified Perinatal Residential Substance Use Disorder Residential Treatment programs to include services in accordance with the standards established by the County and the State within the specifications stated below, unless otherwise authorized by the ~~Administrator.~~ ADMINISTRATOR. CONTRACTOR shall provide Perinatal Residential Substance Use Disorder Treatment Services within a licensed and certified ~~thirty-three (33)~~ sixteen bed (16) beds Perinatal Residential Substance Use Disorder Treatment facility at 2212 and 2218 Placentia Avenue, Costa Mesa, California (Heritage House), and within a licensed and certified ~~forty-three (43)~~ twenty-one (21) beds Perinatal Residential Substance Use Disorder Treatment facility at 321 North State College Blvd, Anaheim, California (Heritage House North), or at any other location approved in advance, in writing, by ADMINISTRATOR. CONTRACTOR must obtain ASAM designation for each facility from DHCS. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain service hours, seven (7) days a week, twenty-four hours per day throughout the year.

B. PERSONS TO BE SERVED

1. CONTRACTOR shall only serve adult women, ages eighteen (18) years or older, who are not in need of detoxification services, who are pregnant and/or have custody of their dependent children up to twelve (12) years of age, in their care; who have abstained from substance use for at least twenty-four (24) hours who have a problem of substance use disorder, and who demonstrate a need for Perinatal Residential Substance Use Disorder Treatment Services; based on ASAM Criteria. Heritage

14 House North shall also serve those women eighteen (18) years or older who are in the process of
 22 reunification with their children. Prospective Participants with dependent children over the age of
 33 twelve (12) years may be admitted upon written approval of ADMINISTRATOR.

44 ~~2. CO-OCCURRING DISORDERS: CONTRACTOR shall provide rehabilitative and recovery~~
 55 ~~services to Participants with co-occurring disorders and ensure that such services address the~~
 66 ~~relationship between the two diagnoses throughout treatment.~~ C. UNITS OF SERVICE

77 1. CONTRACTOR shall provide a minimum of six thousand five hundred eighty-eight
 88 (6,588) Perinatal Residential Substance Use Disorder Treatment Units of Service at the Heritage House
 99 North (HHN) facility;

100 2. CONTRACTOR shall provide a minimum of five thousand five hundred forty-eight (5,548)
 111 Perinatal Residential Substance Use Disorder Treatment Units of Service at the Heritage House (HH)
 122 facility;

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

155 4. MEDI-CAL ELIGIBILITY – ~~Persons having a concurrent diagnosis of mental illness will~~
 166 ~~be served in accordance with Federal Substance Abuse Prevention and Treatment Block Grant Program~~
 177 ~~requirements and COUNTY guidelines.~~

188 ~~3.~~ CONTRACTOR shall evaluate Participant for Medi-Cal eligibility. Billing for Medi-Cal
 199 shall only be allowed for Participants of Heritage House. All Medi-Cal eligible Participants of Heritage
 200 House shall be enrolled in Medi-Cal and services shall be billed to Medi-Cal, as directed in
 211 Subparagraph III.A. of this Exhibit A.

222 45. ADMISSIONS FOR RESIDENTIAL SERVICES:

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

299 //

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

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

- 355 1) First priority for admission shall be given to pregnant injection drug users.
- 366 2) Second priority for admission is pregnant substance users.
- 377 3) Third priority for admission is women who are injection drug users with dependent

14 child(ren) birth to twelve (12) years of age.

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

55 5) CONTRACTOR shall provide ~~priority in admission~~ services for ~~one (1) bed at~~
66 ~~Heritage House North for Participant~~ Participants in need of ~~methadone maintenance referred and~~
77 ~~prioritized by COUNTY ADMINISTRATOR~~ medication assisted treatment.

88 ~~_____ d. Otherwise, priority shall also be granted to all Participants who have successfully~~
99 ~~completed detox. CONTRACTOR shall notify ADMINISTRATOR once Participant is admitted or put~~
100 ~~on a wait list.~~

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

144 fe. Within two weeks of admission, any pregnant Participant admitted to the perinatal
155 program at Heritage House North shall be transferred to Heritage House if there are available openings.

166 1) If there are no available openings at Heritage House, the parties agree that such
177 Participants may remain at Heritage House North.

188 2) If such Participant transfers negatively affect the balance of at-risk women at
199 Heritage House, CONTRACTOR may request, in writing, that the Participant be kept at Heritage House
200 North.

211 gf. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and
222 county regulations.

233 hg. CONTRACTOR shall grant priority in admissions to persons referred by
244 ADMINISTRATOR.

255 ih. CONTRACTOR shall have the right to refuse admission of a person only in accordance
266 with its written admission policy; provided, however, CONTRACTOR shall comply with the
277 Nondiscrimination provisions of the Agreement.

288 ~~_____ j. _____ 5. CONTRACTOR shall discharge Participants who are away from the~~
299 ~~facility for more than seven (7) days, unless authorized by ADMINISTRATOR.~~

300 ~~_____ k. WAITING LISTS CONTRACTOR shall~~ TREATMENT AUTHORIZATION – Prior
311 to admission, CONTRACTOR shall fax or send in secured email a Treatment Authorization Form
322 (TAF) request for treatment authorization to ADMINISTRATOR, for an individual who fulfills the
333 criteria in accordance to Subparagraph VI.B. above. ADMINISTRATOR will authorize the individual's
344 immediate admission to treatment by sending the treatment authorization to the CONTRACTOR.
355 CONTRACTOR shall not admit any individual into program without prior approval by
366 ADMINISTRATOR. Within one business day of Participant's admission, CONTRACTOR shall fax a
377 completed TAF containing date of admission and CONTRACTOR signature to ADMINISTRATOR.

11 6. CONTRACTOR shall maintain ~~waiting lists which satisfy the following requirements:~~

12 ~~1) Only a list of individuals who have been screened to determine eligibility for~~
 13 ~~admission are on the waiting list~~ requested SUD residential treatment services and for whom a TAF has
 14 ~~been submitted to the county residential treatment gatekeeper.~~

15 ~~2) A roster, log, file, or equivalent record with names, addresses, and telephone~~
 16 ~~numbers~~ 7. County Gatekeeper shall send a monthly report on the status of ~~qualified applicants for~~
 17 ~~admission, is maintained along with dates of application, eligibility criteria and dates and nature of~~
 18 ~~follow up contacts.~~

19 ~~3) A policy shall be maintained defining what individuals on waiting lists must do to~~
 20 ~~remain eligible for admission and/or how CONTRACTOR will go about ensuring that applicants for~~
 21 ~~admission remain interested in entering~~ who have requested SUD residential treatment.

22 ~~4) Criteria shall be maintained defining when an individual's name is to be removed~~
 23 ~~services from the waiting list because of a loss of eligibility for admission or a failure to keep in contact~~
 24 ~~with CONTRACTOR. CONTRACTOR shall record date participant is enrolled by CONTRACTOR.~~
 25 ~~This data shall be used to complete monthly DATAR report.~~

26 ~~5. 8. INTERIM SERVICES – Women~~ Pregnant women who are not admitted into a
 27 residential program within ~~fourteen (14) calendar days~~ 48 hours due to lack of capacity, and who place
 28 their names on the waiting list for admission, ~~shall be provided interim services. Interim services shall~~
 29 ~~consist of: TB counseling, voluntary testing,~~ must be referred to another program or shall be provided or
 30 referred to interim services. Interim Services shall be provided until an individual is admitted to a
 31 substance abuse treatment program. The purposes of the services are to reduce the adverse health
 32 effects of such abuse, promote the health of the individual, and reduce the risk of transmission of
 33 disease. At a minimum, interim services include counseling and education about HIV and tuberculosis
 34 (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and
 35 about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral
 36 for ~~medical evaluation, if appropriate; and HIV education, HIV risk assessment and disclosure~~
 37 ~~counseling and voluntary confidential HIV antibody testing.~~ or TB treatment services if necessary.
 Individuals, especially opiate users should be provided drug overdose education/information. For
 pregnant women, interim services shall also ~~include~~ includes counseling on the effects of alcohol and
 drugs ~~drug use~~ on the ~~developing~~ fetus; and, as well as referral ~~to~~ for prenatal ~~medical care services.~~
 Interim services may be provided directly or by referral to the COUNTY or another appropriate provider
 and given to prospective Participants within 48 hours. Provision of interim services shall be
 documented on the DATAR and reported monthly to the State.

34 C. UNITS OF SERVICE

35 ~~1. CONTRACTOR shall provide a minimum of six thousand five hundred eighty eight (6,588)~~
 36 ~~Perinatal Residential Substance Use Disorder Treatment Units of Service at the Heritage House facility;~~

37 ~~2. CONTRACTOR shall provide a minimum of five thousand five hundred forty eight (5,548)~~

~~11 Perinatal Residential Substance Use Disorder Treatment Units of Service at the Heritage House North~~
~~22 facility;~~

~~33 3. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the~~
~~44 units of service set forth in Subparagraph VI.C.1. and VI.C.2. above.~~

55 D. RESIDENTIAL TREATMENT SERVICES—

66 1. CONTRACTOR shall provide to Participant a sixteen (16) bed substance use disorder
 77 residential treatment program at Heritage House, and a nineteen (19) bed substance use disorder
 88 residential treatment program at Heritage House North. CONTRACTOR shall provide twenty-four (24)
 99 hour supervision with at least one (1) staff member on-site at all times. CONTRACTOR shall provide
 100 services within the specifications stated below, unless otherwise authorized by ADMINISTRATOR.
 111 Perinatal Residential Substance Use Disorder Treatment Services shall ~~consist of a~~ be no more than one
 122 hundred and eighty (180) calendar days, without prior approval in writing by ADMINISTRATOR.

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

188 ~~day program.~~ 3. Each Participant shall be restricted to the premises of the facilities listed within
 199 the Agreement for ~~the first thirty (30)~~ a minimum of fourteen (14) calendar days of the program.
 200 Exceptions for restriction to the premises shall be allowed for medical, outside meetings, mental
 211 health/substance use appointments and/or emergencies. Uninsured Participants shall be provided
 222 assistance in securing Affordable Health Care benefits. ~~Perinatal Residential Substance Use Disorder~~
 233 ~~Treatment program shall consist of the following:~~ CONTRACTOR shall discharge Participants who are
 244 away from the facility for more than three (3) calendar days, unless authorized by ADMINISTRATOR.

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

300 ~~2. Screening – Prior to admission, CONTRACTOR shall conduct an ASAM on each~~
 311 ~~individual and fax the results of the ASAM to ADMINISTRATOR. – Upon review of the ASAM,~~
 322 ~~ADMINISTRATOR will approve the individual's program placement, if appropriate, by faxing the~~
 333 ~~treatment authorization to the CONTRACTOR. – CONTRACTOR shall not admit any individual into~~
 344 ~~program without approval by ADMINISTRATOR. – Upon participant's admission, CONTRACTOR~~
 355 ~~shall fax a completed treatment authorization on a form approved by ADMINISTRATOR containing~~
 366 ~~date of admission and CONTRACTOR signature to ADMINISTRATOR within one (1) business day.~~

377 ~~3~~ 4. Perinatal Residential Substance Use Disorder Treatment program shall consist of

1+ the following:

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

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

99 a. 1) Overview of Program structure and schedules

100 b. 2) Program rules and regulations

111 c. 3) Policies regarding Participant fees

122 d. 4) Participant rights

133 e. 5) Assignment of a counselor

144 f. 6) Staff Code of Conduct

155 g. 7) Continuing care services

166 4. c. Assessment – Within seven (7) calendar days of admission CONTRACTOR shall
177 provide a standardized, comprehensive risk and needs assessment on each Participant which assess
188 ~~substance use history, family history,~~ assesses mental and emotional status, ~~social, economic and family~~
199 ~~history, employment history, criminal history/~~ legal status, ~~educational and vocational background as~~
200 ~~well as daily living~~ medical history, substance use history, previous treatment, and life skills, ~~stress~~
211 ~~management, literacy, employment,~~ Program shall also assess prenatal education, ~~and money~~
222 ~~management,~~ domestic violence, trauma, and safe housing needs. Assessment tools shall be co-
233 occurring capable, meet best practice standards and may include Addiction Severity Index (ASI),
244 CalOMS or other assessment tools that are approved by ADMINISTRATOR and completed and signed
255 by staff ~~and Participant, approved by ADMINISTRATOR.~~ If participant is a parenting mother,
266 child/children shall be screened for physical, developmental, social, emotional, and behavioral concerns
277 and referred to appropriate resources. For Medi-cal beneficiaries, program shall complete an assessment
288 of the physical condition of the beneficiary within 30 days of admission, pursuant to CCR, Title 22.

299 5. ~~Treatment/Recovery Plan – CESI/CEST –~~ CONTRACTOR shall have all Participants
300 complete the CESI at the time of intake. The CEST shall be completed at mid-point and at completion,
311 and information incorporated in the formulation of treatment plan.

322 a. CONTRACTOR shall ensure that surveys are completed timely and accurately by
333 designated Participants. This includes, but is not limited to, ensuring surveys contain provider number,

344 //

355 Participant ID number, responses to all psychosocial questions, along with other important Participant
366 and CONTRACTOR information, and fields filled and/or marked appropriately.

377 b. CONTRACTOR shall photocopy the CESI and CEST surveys place in Participant files

14 and submit the originals to ADMINISTRATOR for the COUNTY, once a month, by the tenth (10th)
22 calendar day of each month.

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

66 6. Treatment Plan – CONTRACTOR shall collaboratively develop an individualized
77 treatment/recovery plan with each Participant within fourteen (14) calendar days of admission into the
88 Program which. The client-centered treatment plan shall be based upon the Participant’s needs identified
99 in the assessment process. Each treatment plan and shall include goals and objectives with specific
100 measurable tasks outlining what the Participant is to complete prior to successful completion of the
111 treatment program. Participants and their counselor shall collaborate on a treatment plan that shall
122 include identification of a minimum of three (3) problem areas, including a drug and/or alcohol
133 problem, long and short term individualized goals for addressing the identified needs with action steps,
144 target dates and dates of resolution for each. As a part of their treatment plan, Participants will be
155 actively involved in outside activities. Participants’ treatment plan shall clearly outline the expectations,
166 responsibilities and steps taken to successfully earn Resocialization/Re-Entry privileges. Every fourteen
177 (14) calendar days, CONTRACTOR shall review with the Participant, and document, in the progress
188 notes, the Participant’s progress on the treatment plan. CONTRACTOR shall update the treatment plan
199 when a change in problem identification, focus of recovery or treatment occurs, and/or, no later than
200 ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90)
211 calendar days thereafter, whichever comes first. The treatment plan and any updates shall be signed by a
222 physician pursuant to CCR, Title 22. For Medi-Cal beneficiaries the treatment plan shall include a
233 description of the services including type and frequency of counseling as well as the assignment of a
244 primary counselor. The physician shall review the initial treatment plan and updates for medical
255 necessity, pursuant to CCR, Title 22. If the physician determines the services in the treatment plans and
266 updates are medically necessary, the physician shall type or legibly print their name, and sign and date
277 the treatment plan within fifteen (15) calendar days of signature by the therapist or counselor.

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

322 a. Individual Counseling – CONTRACTOR shall provide individual counseling to
333 Participants.

344 b. Group Counseling – CONTRACTOR shall provide counseling and intervention within
355 a group setting to Participants. Group interventions and activities may include, but are not limited to
366 process groups, seminars and educational groups, house and community group meetings, self-help
377 meetings and practical life and social skills. CONTRACTOR shall provide special sessions addressing

14 the following areas:

- 22 1) Issues of domestic and sexual violence;
- 33 2) Parenting skills and child development;
- 44 3) Enhancement and development of skills in dealing with social, legal/judicial and
- 55 employment services within Orange County presented in a format relevant to the needs of women with
- 66 dependent children;
- 77 4) Issues targeted toward pregnant women which will educate them on prenatal care,
- 88 the impact of alcohol and drug consumption to the child in-utero and after, during breast feeding and
- 99 smoking cessation information;
- 100 5) Facilitation of obstetrical, gynecological, pediatric, and/or social services
- 111 appointments;
- 122 6) Trauma-informed treatment.

133 7) Self-help meetings – CONTRACTOR shall provide access and exposure to on-site
 144 and off-site self-help support meetings, non-spiritual and spiritual, such as Alcohol Anonymous,
 155 Narcotics Anonymous, and Smart Recovery. For example, if a Big Book (AA) study is offered, then a
 166 Basic Text (NA) study must also be offered. If NA or AA meetings are primarily offered on-site, clients
 177 should also be given the opportunity, if possible, to attend NA or AA meetings off-site on those days.
 188 CONTRACTOR shall ensure that various self-help reading materials are provided on-site and easily
 199 accessible to Participants. ~~7) Self help meetings.~~

200 ~~7~~

221 8. Structured Non-Therapeutic Activities — Contractor shall provide a minimum of six (6)
 222 hours of structured non-therapeutic activity per week that includes work, school, and volunteer hours
 233 outside the facility, chores, and recreation and socialization activities. Recreational and socialization
 244 activities may include, but not be limited to:

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

277 89. Resocialization/Re-Entry

288 a. During Resocialization/Re-Entry, CONTRACTOR shall obtain documentation from
 299 Participants regarding efforts to obtain employment.

300 b. As part of the Resocialization/Re-Entry process, CONTRACTOR staff shall finalize
 311 exit plans with the Participant.

322 c. If Participant is not in resocialization process by ninety (90) calendar days,
 333 CONTRACTOR shall document reason why not and specify objective(s) needed to be accomplished to
 344 be involved in the resocialization process.

355 10. Case Management – CONTRACTOR shall provide Case Management services by
 366 contacting outside agencies and making referrals for services outside the scope of comprehensive
 377 substance use disorder treatment services as identified in the Participant’s treatment/recovery plan as

14 necessary to the Participant's recovery. Such ~~concomitant~~ services include academic education,
 22 vocational training, medical and dental treatment, pediatric care, therapeutic services for children, pre-
 33 and post- counseling and testing for infectious diseases, legal assistance, job search assistance, financial
 44 assistance, childcare, and self-help programs such as twelve (12)-step programs. Said referrals and
 55 follow-up shall be documented in the Participant's file. Program must provide or arrange transportation
 66 for participant to ensure that women and their children have access to treatment services, primary
 77 medical care, primary pediatric care, therapeutic services for children, and to obtain employment.

88 ~~9. CONTRACTOR shall provide access and balanced exposure to on-site and off-site self-help~~
 99 ~~support meetings, non-spiritual and spiritual, such as Alcohol Anonymous, Narcotics Anonymous, and~~
 100 ~~Smart Recovery~~

111 11. Treatment Activities

112 ~~a. For example, if a Big Book (AA) study is offered, then a Basic Text (NA) study~~
 133 ~~must also be offered. If NA or AA meetings are primarily offered on-site, clients should also be given~~
 144 ~~the opportunity, if possible, to attend NA or AA meetings off-site on those days. CONTRACTOR shall~~
 155 ~~ensure that various self-help reading materials are provided on-site and easily accessible to Participants.~~

166 10. Treatment Activities

177 ~~1) CONTRACTOR shall design Treatment Activities to interrupt negative alcohol or~~
 188 ~~other drug abuse factors, address denial and personal/behavioral issues, and assist the Participant's~~
 199 ~~adjustment to a sober environment.~~

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

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

255 11. Resocialization

266 ~~1) As part of the Resocialization process, CONTRACTOR staff shall finalize exit~~
 277 ~~plans with the Participant.~~

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

300 12. Methadone Maintenance Services

311 a. Individual Counseling Services – CONTRACTOR shall provide transportation and/or
 322 transport Participant to COUNTY contracted methadone provider for required individual counseling
 333 one time per month at a minimum while receiving methadone maintenance services and as required for
 344 dosing.

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

13. ~~Graduation~~ Successful Completion – CONTRACTOR shall consider all Participants to be graduated upon completion of ~~their residential treatment program in accordance with the~~ all their treatment plan goals.

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

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

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

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

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

~~_____ e. CONTRACTOR shall provide linkage to outpatient treatment,~~ ongoing recovery support services such as self-help groups, alumni groups, recovery maintenance services, social services, ~~rehabilitation~~ other support services, such as vocational ~~services~~ rehabilitation, job training ~~services or other appropriate services~~ and other services, if needed to assist the Participant in maintaining an alcohol and drug free lifestyle.

15. Discharge Summary – CONTRACTOR shall develop written procedures regarding Participant discharge. Written criteria for the discharge summary shall ~~include:~~ be completed within seven (7) calendar days of discharge and shall include:

- a. Reason for discharge
- b. Description of treatment episodes or recovery services
- c. Current substance use at discharge
- d. Vocational and educational achievements
- e. Legal status
- f. Linkages and referrals made
- g. Participants comments
- h. Participant’s goals and achievement towards those goals as described in the Participant’s treatment plan.

~~_____ i. Prognosis~~

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

17. Support Services – CONTRACTOR shall provide housekeeping, which may be done by Participants; laundry; access; and maintenance and arrangements for emergency and non-emergency medical services.

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

19. Other Services

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

~~b. Collateral Family Counseling – CONTRACTOR shall provide as appropriate, individual and group sessions for family members and significant others of the Participant and exclude professionals such as employers or doctors. These services shall address varied systems dynamics, which, could contribute to the Participant's relapse, and potential or actual use. Collateral Service shall include the Participant unless determined inappropriate by the Counselor.~~

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

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

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

20. Health, Medical, Psychiatric and Emergency Services

a. CONTRACTOR shall ensure that all persons admitted for residential treatment services have a health questionnaire completed using form ~~ADP-100226~~ DHCS 5103, or may develop their own form provided it contains, at a minimum, the information requested in the ~~ADP-100226~~ DHCS 5103 form.

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

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

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

2) CONTRACTOR shall, based on information provided by Participant on the health questionnaire form, refer Participant to licensed medical professionals for physical and laboratory

14 examinations as appropriate.

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

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

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

77 c. The programs shall have written procedures for obtaining medical or psychiatric
88 evaluation and emergency and non-emergency services.

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

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

144 1) Counseling with respect to TB;

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

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

199 ~~21.~~ 20. Primary Medical Care – CONTRACTOR shall provide, directly or by referral:

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

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

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

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

277 ~~22~~ 21. Transportation Services

288 a. Emergency Medical Transportation – COUNTY shall only pay for medical ambulance
299 or medical van transportation to and from designated Residential Substance User Disorder Treatment
300 Programs or health facilities through the COUNTY's Medical Transportation Agreement under the
311 following conditions:

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

355 2) When any Participant needs non-emergency transportation as identified in
366 Subparagraph 16.b. below, and CONTRACTOR cannot transport Participant due to unforeseen
377 circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within

11 a timely manner, or Participant's physical condition and/or limitations.

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

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

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

111 b. Non-Emergency Transportation

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

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

244 22. Other Services

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

277 b. Collateral Family Counseling – CONTRACTOR shall provide as appropriate,
288 individual and group sessions for family members and significant others of the Participant and exclude
299 professionals such as employers or doctors. These services shall address varied systems dynamics,
300 which, could contribute to the Participant's relapse, and potential or actual use. Collateral Service shall
311 include the Participant unless determined inappropriate by the Counselor.

322 c. Relapse Prevention – Individual and group sessions to reinforce sobriety status and
333 education on opiate overdose prevention.

344 d. Information and Referral Services – Information referrals for Participant, regarding
355 community resources for substance use disorder prevention, treatment and HIV services.

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

1+ services.

22 E. ~~SUBSTANCE USE~~ ALCOHOL AND/OR DRUG SCREENING

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

88 a. Establish procedures that protect against the falsification and/or contamination of any
99 body specimen sample collected for drug screening; and,

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

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

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

199 F. PERFORMANCE OUTCOMES

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

255 2. Performance Outcome Objectives:

266 a. Objective 1: CONTRACTOR shall provide effective Perinatal Residential Substance
277 Use Disorder assessment, treatment, and counseling to adults with identified alcohol and/or drug
288 problems as measured by Retention and Completion Rates.

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

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

355 ~~b. Objective 2: CONTRACTOR shall have the Participant~~
366 ~~complete the CESI for~~
377 ~~eighty percent (80%) of Participants at the time of intake. The CEST shall be completed at mid point~~

~~11 and at completion for those Participants receiving, at a minimum, forty five (45) calendar days of~~
~~12 treatment.~~

~~13 _____ 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by~~
~~14 designated Participants. This would include, but is not limited to, ensuring surveys contain provider~~
~~15 number, Participant ID number, responses to all psychosocial questions, along with other important~~
~~16 Participant and CONTRACTOR information, and fields are filled and/or marked appropriately.~~

~~17 _____ 2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the~~
~~18 originals to ADMINISTRATOR for the COUNTY, once a month, by the tenth (10th) business day of~~
~~19 each month.~~

~~20 _____ 3) CONTRACTOR shall maintain photocopies of the CESI and CEST documents in~~
~~21 Participant files.~~

~~22 _____ 4) CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission,~~
~~23 reporting, sorting, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist~~
~~24 or as they may be revised and/or amended in the future, for the review, use and analysis of the CESI and~~
~~25 CEST.~~

~~26 _____ c. Objective 3:~~ CONTRACTOR shall implement a process improvement project as
~~27 outlined in the NIATx model, targeting at least one of the following four (4) NIATx aims:~~

- ~~28 1) Reduce waiting times~~
- ~~29 2) Reduce no-shows~~
- ~~30 3) Increase admissions~~
- ~~31 4) Increase continuation in treatment~~

~~32 _____ d//~~
~~33 _____ c. Objective 4: 3:~~ CONTRACTOR shall provide prenatal medical and therapeutic care to
~~34 pregnant Participants to ensure the birth of drug-free babies. Performance shall be measured by the~~
~~35 number of pregnant Participants served and the number of drug-free babies born.~~

~~36 _____ e. Objective 5: By June 30, 2016, CONTRACTOR shall increase the proportion of~~
~~37 Participants who successfully quit or try to quit smoking cigarettes. Cessation rate shall be calculated by~~
~~38 the number of classes offered, number of Participants attempting to quit, number of Participants who~~
~~39 actually quit smoking cigarettes.~~

~~40 G. CONTRACTOR will assure that each Participant mother is the primary caregiver of her~~
~~41 child(ren) while they are in the perinatal substance use disorder -residential treatment program described~~
~~42 herein.~~

~~43 H. MEETINGS _____~~ CONTRACTOR's Executive Director or designee shall participate, when
~~44 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to~~
~~45 the Agreement.~~

~~46 I. CULTURAL COMPETENCY – CONTRACTOR shall make its best effort to provide services~~
~~47 pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the~~

14 population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but
 22 not be limited to: records of participation in COUNTY-sponsored or other applicable training;
 33 recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as
 44 appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to,
 55 individuals who are physically challenged.

66 J. POSTINGS - CONTRACTOR shall post the following in a prominent place within the facility:

- 77 1. State Licensure and Certification
- 88 2. Business License
- 99 3. Conditional Use Permit (if applicable)
- 100 4. Fire clearance
- 111 5. Participant rights
- 122 6. Grievance procedure
- 133 7. Employee Code of Conduct
- 144 8. Evacuation floor plan
- 155 9. Equal Employment Opportunity notices
- 166 10. Name, address, telephone number for fire department, crisis program, local law
 177 enforcement, and ambulance service.
- 188 11. List of resources within community which shall include medical, dental, mental health,
 199 public health, social services and where to apply for determination of eligibility for State, Federal or
 200 county entitlement programs.
- 211 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

222 K. PROSELYTIZING – ~~I.~~ CONTRACTOR shall not conduct any proselytizing
 233 activities, regardless of funding sources, with respect to any person who has been referred to
 244 CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that
 255 the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious
 266 creed or cult, denomination or sectarian institution, or religious belief.

277 ~~J. GUIDELINES~~ L. AUTHORITY – CONTRACTOR shall recognize the authority of Orange
 288 County Probation Department (OCPD) as officers of the court, and shall extend cooperation to OCPD
 299 within the constraints of CONTRACTOR's program of Perinatal Residential Substance Use Disorder
 300 Treatment Services.

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

333 ~~L.~~ N. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy
 344 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
 355 shall specify that the facility is "smoke free" and that designated smoking areas are outside the facility.

366 ~~M.~~ O. VISITATION POLICY – CONTRACTOR shall establish a written visitation policy, which
 377 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the

14 following:

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

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

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

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

144 ~~—P~~ R. MEDICATION POLICY – CONTRACTOR shall establish a written Medication Policy,
155 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be
166 limited to the securing, handling, and administration of Participant prescribed medication(s). Such
177 policy shall address medications that are prescribed for substance and mental health disorders and
188 medications disallowed by CONTRACTOR. Participants shall have medications during their stay with
199 the program, and/or to have the ability to get refill(s).

200 S. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,
211 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited
222 to, the following:

- 233 1. Admission
- 244 2. Housing arrangement
- 255 3. Bathroom privacy
- 266 4. Drug testing

277 T. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available
288 at each program site at minimum one Naloxone Nasal Spray for the treatment of known or suspected
299 opioid overdose. At least one staff per shift shall be trained in administering the Naloxone Nasal
300 Spray. Naloxone Nasal Spray is not a substitute for emergency medical care. CONTRACTOR shall
311 always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid
322 emergency.

333 U. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
344 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

14 member to whom each is assigned.

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

44 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
55 conditions:

- 66 a. Token of each staff member who no longer supports the Agreement.
- 77 b. Token of each staff member who no longer requires access to IRIS.
- 88 c. Token of each staff member who leaves employment of CONTRACTOR.
- 99 d. Tokens malfunctioning.

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

133 V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
144 Services Paragraph of this Exhibit A to the Agreement.

155
166 **VII. STAFFING**

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

| | <u>FTEs</u> |
|------------------------------------|-------------|
| 211 ADMINISTRATIVE | |
| 222 — Accounting | 0.20 |
| 233 — Accounts Payable | 0.20 |
| 244 — Administrative Coordinator | 0.20 |
| 255 — Assistant Director | 0.20 |
| 266 — Contract Manager | 0.20 |
| 277 — Human Resources | 0.20 |
| 288 — IT Manager | 0.20 |
| 299 — Operations Manager | 0.20 |
| 300 — Payroll Administrator | 0.20 |
| 311 SUBTOTAL ADMINISTRATIVE | 1.80 |

| | <u>FTEs</u> |
|--------------------------------|-------------|
| 333 PROGRAM STAFF | |
| 344 — Administrative Assistant | 2.00 |
| 355 — Child Care Coordinator | 2.00 |
| 366 — Clinical Director | 1.00 |

| | | |
|-----|---|-------|
| 11 | Counselor | 4.00 |
| 22 | House Manager | 2.00 |
| 33 | Program Aide | 9.50 |
| 44 | | .00 |
| 55 | Program Manager | 2.00 |
| 66 | Quality Control and Assurance Manager Administrative | 1.00 |
| 77 | Coordinator | |
| 88 | Administrative Assistant | 1.00 |
| 99 | Therapist Vocational Specialist | 0.50 |
| 100 | Vocational Aide | |
| 111 | | 0.50 |
| 122 | | 0 |
| 133 | SUBTOTAL PROGRAM | 24.25 |
| 144 | | 0 |
| 155 | | |
| 166 | TOTAL FTES | 26.80 |
| 177 | | 4.25 |

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

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

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.~~

C. STAFF CERTIFICATION – SUD treatment staff shall meet the requirements of the State, DHCS Counselor Certification Standards for California. All staff providing treatment services shall be registered, licensed and/or certified in accordance with state requirements and professional guidelines as applicable. At minimum, one (1) licensed clinician must be hired full time to provide counseling services. Dual diagnosed Participants must be part of licensed staff caseload. The licensed clinician

14 shall provide group counseling services, and provide supervision to non-licensed counseling staff.

22 D. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with
 33 volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing
 44 services pursuant to the Agreement, interns shall be Master's Candidates in Counseling or Social Work
 55 or have a Bachelor's Degree in a related field or be participating in any state recognized counselor
 66 certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each
 77 ten (10) hours of work by interns or consistent with school or licensing Board requirements.
 88 CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions
 99 or work contracts. Volunteer or student intern services may not comprise more than twenty percent
 100 (20%) of the services provided, unless approved in advance by ADMINISTRATOR.

111 E. CONTRACTOR shall obtain a criminal record review, in accordance with HSC, Section 1522,
 122 for all staff specified in Subparagraph VII.A. –above, and interns or volunteers who replace or
 133 supplement such staff in providing direct care and supervision of the adolescent Participants.

144 F. STAFF CONDUCT – CONTRACTOR shall establish ~~a~~ written Policies and Procedures for
 155 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
 166 limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships;
 177 prohibition of sexual conduct with Participants; prohibition of forging or falsifying documents or drug
 188 tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest
 199 shall be brought to the ADMINISTRATOR's attention: prior to the occurrence. Prior to providing any
 200 services pursuant to the Agreement all employees, volunteers, and interns shall agree in writing to
 211 maintain the standards set forth in the said Policies and Procedures. A copy of the staff code of conduct
 222 shall be posted in writing in a prominent place in the treatment facility and be updated annually by the
 233 Board of Directors.

244 G. STAFF/VOLUNTEER/INTERN SCREENING – CONTRACTOR shall provide pre-
 255 employment "live scan" screening of any staff person providing services pursuant to ~~the~~this Agreement.
 266 All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check
 277 prior to employment. ~~ADMINISTRATOR may change this approval mechanism at their discretion.~~ All
 288 staff shall be subject to sanction screening as referenced in the Compliance paragraph on a bi-annual
 299 basis. All staff shall also be screened by Megan's Law, OC Courts and OC Sheriff's Department on an
 300 annual basis. The results of the fingerprint checks will be sent directly from the Department of Justice
 311 to CONTRACTOR. Results must remain in staff file.

322 #

333 1. All staff/volunteers/interns, prior to ~~hiring~~starting services, shall meet the following
 344 requirements:

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

377 b. No person shall have been convicted of an arson offense – Violation of PC,

14 Sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;

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

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

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

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

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

144 H. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All
155 ~~program staff having direct contact with Participant shall,~~ Staff training shall be documented and
166 maintained as part of the training plan.

177 1. CONTRACTOR shall ensure that within the first (1st) year of employment, be trained in all
188 program staff, including administrator, volunteers and interns having direct contact with Participants
199 shall complete training on:

200 a. infectious disease recognition,

211 b. crisis intervention techniques and to recognize,

222 c. recognizing physical and psychiatric symptoms that require appropriate referrals to
233 other agencies. –CONTRACTOR shall develop a written plan and provide ongoing training on

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

266 a. County Annual Provider Training,

277 b. County Annual Compliance Training,

288 c. Training on topics related to alcohol and drug use –on an annual basis. All staff training
299 shall be documented and maintained as part of the training plan.

300 d. Minimum one hour training in cultural competence.

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

355 ~~— J. All staff providing services shall be licensed and/or certified in accordance with Department of~~
366 ~~Health Care Services' requirements and professional guidelines as applicable. At a minimum, one (1)~~
377 ~~licensed clinician must be hired full time to provide counseling services. – Dual diagnosed Participants~~

~~11 must be part of licensed staff caseload, and must provide group counseling services to all Participants.~~
~~22 Additionally, licensed staff must provide supervision to non-licensed counseling.~~

~~33 —K. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for~~
~~44 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.~~

~~55 J. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for~~
~~66 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.~~

~~77 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
~~88 Staffing Paragraph of this Exhibit A to the Agreement.~~

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.
 JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2019

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

11 //
22 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
33 pursuant to the Agreement.

44 B. DEFINITIONS

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

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

111 a. Breach excludes:

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

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

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

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

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

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

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

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

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

344 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
355 45 CFR § 164.501.

366 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
377 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

322 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
 333 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
 344 and to make information related to such Disclosures available as would be required for COUNTY to
 355 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
 366 45 CFR § 164.528.

377 //

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

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

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

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

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

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

//

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

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

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

99 D. SECURITY RULE

100 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
 111 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
 122 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
 133 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
 144 CONTRACTOR shall develop and maintain a written information privacy and security program that
 155 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
 166 CONTRACTOR's operations and the nature and scope of its activities.

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

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

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

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

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

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

377 //

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

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

77 E. DATA SECURITY REQUIREMENTS

88 1. Personal Controls

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

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

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

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

344 2. Technical Security Controls

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

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

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

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

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

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

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

300 g. User IDs and Password Controls. All users must be issued a unique user name for
 311 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
 322 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
 333 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
 344 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight
 355 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
 366 computer. Passwords must be changed every ninety (90) calendar or business days, preferably every
 377 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
22 identify the user or system process which initiates a request for PHI COUNTY discloses to
23 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
24 or which alters such PHI. The audit trail must be date and time stamped, must log both successful and
25 failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a
26 database, database logging functionality must be enabled. Audit trail data must be archived for at least 3
27 years after 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 //

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

55 3. Audit Controls

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

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

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

199 4. Business Continuity/Disaster Recovery Control

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

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

322 5. Paper Document Controls

333 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
 344 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
 355 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
 366 that information is not being observed by an employee authorized to access the information. -Such PHI
 377

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

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

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

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

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

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

244 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

188 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
199 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
200 COUNTY.

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

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

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

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

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

55 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

155 1) The Disclosure is required by law; or

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

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

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

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

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

300 H. PROHIBITED USES AND DISCLOSURES

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

366 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
 377 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 //

EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.
 JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2019

I. PERSONAL INFORMATION PRIVACY AND SECURITY
CONTRACT SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

14 or tribal inspector general, or an administrative body authorized to require the production of
 22 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
 33 participation with respect to health care providers participating in the program, and statutes or
 44 regulations that require the production of information, including statutes or regulations that require such
 55 information if payment is sought under a government program providing public benefits.

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

99 B. TERMS OF AGREEMENT

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

144 2. Responsibilities of CONTRACTOR

155 CONTRACTOR agrees:

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

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

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

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

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

377 3) If the data obtained by CONTRACTOR from COUNTY includes PII,

14 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
 22 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
 33 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
 44 requirements to be complied with are Sections E, F, and G, and in Attachment 4 to the IEA, Electronic
 55 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
 66 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
 77 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
 88 to the same requirements for privacy and security safeguards for confidential data that apply to
 99 CONTRACTOR with respect to such information.

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

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

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

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

288 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
 299 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
 300 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
 311 and PII or security incident in accordance with ~~subparagraph~~ Subparagraph F, of the Business Associate
 322 Contract, Exhibit B to the Agreement.

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

377 //