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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2014~~2016 through June 30, ~~2016~~2017

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

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

Maximum Obligation: \$343,340

~~Period One Maximum Obligation: \$ 300,000~~

~~Period Two Maximum Obligation: 300,000~~

~~TOTAL MAXIMUM OBLIGATION: \$ 600,000~~

Basis for Reimbursement: Actual Cost

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

CONTRACTOR DUNS Number: 060-17-0063

CONTRACTOR TAX ID Number: 95-2752846

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~Executive Director~~
~~Vista Community Clinic dba VCC:~~ The Gary Center
341 S. Hillcrest Street
La Habra, CA 90631
Contact Person: ~~Maria Governo:~~ Pamela Austin, Executive Director
Contact Person E-Mail: ~~mgoverno@garycenter.org~~
Email: paustin@thegarycenter.org

//

I. ACRONYMS

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

33	A.	AA	Alcoholics Anonymous
44	B.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
55	C.	ABC	Allied Behavioral Care
66	D.	ACH	Acute Care Hospital
77	E.	ADAS	Alcohol and Drug Abuse Services
88	F.	ADL	Activities of Daily Living
99	G.	ADP	Alcohol and Drug Program
110	H.	AES	Advanced Encryption Standard
111	I.	AFLP	Adolescent Family Life Program
112	J.	AIDS	Acquired Immune Deficiency Syndrome
113	K.	AIM	Access for Infants and Mothers
114	L.	B. AMHS	Adult Mental Health Services
115	M.	ARRA	American Recovery and Reinvestment Act of 2009
116	N.	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
117	O.	C. ASI	Addiction Severity Index
118	D.	P. ASIST	Applied Suicide Intervention Skills Training
119	Q.	ASO	Administrative Services Organization
120	R.	ASRS	Alcohol and Drug Programs Reporting System
121	S.	BBS	Board of Behavioral Sciences
122	T.	BCP	Business Continuity Plan
123	U.	BH	Base Hospital
124	V.	BHS	Behavioral Health Services
125	WE.	BJA	Bureau of Justice Administration
126	F.	CAF	Client Admit Form
127	G.	CalOMS	California Outcomes Measurement System
128	X.	CalWORKs	California Work Opportunity and Responsibility for Kids
129	Y.	H. CAP	Corrective Action Plan
130	Z.	CAT	Centralized Assessment Team
131	AA.	I. CCC	California Civil Code
132	J.	AB. CCLD	(California) Community Care Licensing Division
133	AC.	CCR	California Code of Regulations
134	AD.	CDCR	K. CDC California Department of Corrections and
135			Rehabilitation
136	AE.	CDSS	California Department of Social Services
137	AF.	CERC	Children's Emergency Receiving Center

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41	AG.	L.	CDCI	Comprehensive Drug Court Implementation
42	M.	CESI		Client Evaluation of Self at Intake
43	AH.	N.	CEST	Client Evaluation of Self and Treatment
44	AI.		CFDA	Catalog of Federal Domestic Assistance
45	AJ.	O.	CFR	Code of Federal Regulations
46	AK.		CHDP	Child Health and Disability Prevention
47	AL.		CHHS	California Health and Human Services Agency
48	AM.	P.	CHPP	COUNTY HIPAA Policies and Procedures
49	AN.	Q.	CHS	Correctional Health Services
110	AO.	R.	CIW CIPA	California Institute for Women Information Practices
111	Act			
112	AP.		CMPPA	Computer Matching and Privacy Protection Act
113	AQ.		COI	Certificate of Insurance
114	AR.		CPA	Certified Public Accountant
115	AS.		CSI	Client and Services Information
116	AT.		CSW	Clinical Social Worker
117	AU.		CYBHS	Children and Youth Behavioral Health Services
118	AV.	S.	DATAR	Drug Abuse Treatment Access Report
119	AW.		DCR	Data Collection and Reporting
120	AX.		DD	Dually Diagnosed
121	AY.		DEA	Drug Enforcement Agency
122	AZ.		DHCS	California Department of Health Care Services
123	BA.	T.	D/MC	Drug/Medi-Cal
124	U.	DHCS	BB.	DMV California Department of Health Care
125	Services Motor Vehicles			
126	V.	BC.	DoD	US Department of Defense
127	BD.		DPFS	Drug Program Fiscal Systems
128	W.	BE.	DRC	Probation's Day Reporting Center
129	BF.		DRP	Disaster Recovery Plan
130	BG.		DRS	Designated Record Set
131	BH.		DSM	Diagnostic and Statistical Manual of Mental Disorders
132	BI.		DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
133	BJ.		DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
134	BK.		EBP	Evidence-Based Practice
135	BL.		EDN	Electronic Disease Notification System
136	BM.		EEOC	Equal Employment Opportunity Commission
137	BN.		EHR	Electronic Health Records

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<u>41</u>	BO.	ePHI	Electronic Protected Health Information
<u>22</u>	BP.	EPSDT	Early and Periodic Screening, Diagnosis, and X. FOTP
<u>33</u>	Female Offender	Treatment Program	
<u>44</u>	Y.	FFP	BQ.ERC Emergency Receiving Center
<u>55</u>	BR.	FFS	Fee For service
<u>66</u>	BS.	FIPS	Federal Financial Partieipation Information Processing Standards
<u>77</u>	Z.	BT.	FQHC Federally Qualified Health Center
<u>88</u>	BU.	FSP	Full Service Partnership
<u>99</u>	BV.	FTE	Full Time Equivalent
<u>110</u>	AA	BW.	GAAP Generally Accepted Accounting Principles
<u>111</u>	BX.	AB	Federal HIV/AIDS Bureau
<u>112</u>	BY.	HCA	County of Orange Health Care Agency
<u>113</u>	ABBZ .	HHS	Federal Health and Human Services Agency
<u>114</u>	ACCA .	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
<u>115</u>			Law 104-191
<u>116</u>	CB.	HITECH ACT	Health Information Technology for Economic and Clinical Health
<u>117</u>			Act, Public Law 111-005
<u>118</u>	CC.	AD.	HIV Human Immunodeficiency Virus
<u>119</u>	CD.	HRSA	Federal Health Resources and Services Administration
<u>210</u>	CE.	AE.	HSC California Health and Safety Code
<u>211</u>	AF	CF.	IBNR Incurred But Not Reported
<u>222</u>	CG.	ID	Identification
<u>223</u>	CH.	IEA	Information Exchange Agreement
<u>224</u>	CI.	IMD	Institute for Mental Disease
<u>225</u>	CJ.	IOM	Institute of Medicine
<u>226</u>	CK.	IRIS	Integrated Records and Information System
<u>227</u>	CL.	ISO	Insurance Services Office
<u>228</u>	CM.	ITC	Indigent Trauma Care
<u>229</u>	CN.	LCSW	Licensed Clinical Social Worker
<u>330</u>	CO.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
<u>331</u>	CP.	LPS	Lanterman/Petris/Short (Act)
<u>332</u>	CQ.	LPT	Licensed Psychiatric Technician
<u>333</u>	CR.	MAT	Medication Assisted Treatment
<u>334</u>	CS.	MEDS	Medi-Cal Eligibility Determination System
<u>335</u>	CT.	MFT	Marriage and Family Therapist
<u>336</u>	CU.	MH	Mental Health
<u>337</u>	CV.	MHIS	Mental Health Inpatient Services

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<u>41</u>	CW.	MIHS	Medical and Institutional Health Services
<u>22</u>	CX.	AG. MHP	Mental Health Plan
<u>33</u>	CY.	MHRC	Mental Health Rehabilitation Centers
<u>44</u>	CZ.	MHS	Mental Health Specialist
<u>55</u>	DA.	MHSA	Mental Health Services Act
<u>66</u>	DB.	MORS	Milestones of Recovery Scale
<u>77</u>	DC.	MS	Mandatory Supervision
<u>88</u>	DD.	MSN	Medical Safety Net
<u>99</u>	DE.	MTP	Master Treatment Plan
<u>110</u>	DF.	NA	Narcotics Anonymous
<u>111</u>	DG.	AH. NIATx	Network for Improvement for of Addiction Treatment Model
<u>112</u>	DH.	NIH	National Institutes of Health
<u>113</u>	DI.	NIST	National Institute of Standards and Technology
<u>114</u>	DJ.	NOA	Notice of Action
<u>115</u>	DK.	NP	Nurse Practitioner
<u>116</u>	DL.	NPDB	National Provider Data Bank
<u>117</u>	DM.	NPI	National Provider Identifier
<u>118</u>	DN.	NPP	Notice of Privacy Practices
<u>119</u>	DO.	OCEMS	Orange County Emergency Medical Services
<u>210</u>	DP.	AI. OCJS	Orange County Jail System
<u>211</u>	DQ.	OC-MEDS	Orange County Medical Emergency Data System
<u>212</u>	DR.	AJ. OCPD	Orange County Probation Department
<u>213</u>	DS.	AK. OCR	<u>Federal</u> Office for Civil Rights
<u>214</u>	DT.	AL. OCSD	Orange County Sheriff's Department
<u>215</u>	DU.	AM. OIG	<u>Federal</u> Office of Inspector General
<u>216</u>	DV.	AN. OMB	<u>Federal</u> Office of Management and Budget
<u>217</u>	DW.	AO. OPM	Federal Office of Personnel Management
<u>218</u>	AP.	PADSS DX. ORR	Federal Office of Refugee Resettlement
<u>219</u>	DY.	P&P	Policy and Procedure
<u>310</u>	DZ.	PA DSS	Payment Application Data Security Standard
<u>311</u>	EA.	PAF	Partnership Assessment Form
<u>312</u>	EB.	PAR	Prior Authorization Request
<u>313</u>	EC.	PBM	Pharmaceutical Benefits Management
<u>314</u>	ED.	AQ. PC	State of California Penal Code
<u>315</u>	AR EE.	PCI DSS	Payment Card Industry Data Security Standard
<u>316</u>	EF.	PCP	Primary Care Provider
<u>317</u>	EG.	PCS	Post-Release Community Supervision

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<u>41</u>	EH.	AS.	PHI	Protected Health Information
<u>22</u>	EI.	PI		Personal Information
<u>33</u>	EJ.	AT.	PII	Personally Identifiable Information
<u>44</u>	EK.	AU.	PRA	California Public Record Records Act
<u>55</u>	EL.	PSAI/ACT		Perinatal Substance Abuse Services Initiative/Assessment and
<u>66</u>				Coordination Team
<u>77</u>	EM.	PSC		Professional Services Contract
<u>88</u>	EN.	PTRC		Paramedic Trauma Receiving Center
<u>99</u>	EO.	QI		Quality Improvement
<u>110</u>	EP.	QIC		Quality Improvement Committee
<u>111</u>	EQ.	RHAP		Refugee Health Assessment Program
<u>112</u>	ER.	RHEIS		Refugee Health Electronic Information System
<u>113</u>	ES.	RN		Registered Nurse
<u>114</u>	ET.	RSA		Remote Site Access
<u>115</u>	EU.	SAPTBG		Substance Abuse Prevention and Treatment Block Grant
<u>116</u>	EV.	SD/MC		Short-Doyle Medi-Cal
<u>117</u>	EW.	SIR		Self-Insured Retention
<u>118</u>	EX.	SMA		Statewide Maximum Allowable (rate)
<u>119</u>	EY.	SNF		Skilled Nursing Facility
<u>210</u>	EZ.	SR		Supervised Release
<u>211</u>	FA.	SRP		Supervised Release Participant
<u>222</u>	FB.	SSA		County of Orange Social Services Agency
<u>223</u>	FC.	AV.	PSN	Parole Services Network
<u>214</u>	AW.	SSI		Supplemental Security Income
<u>225</u>	FD.	STP		Special Treatment Program
<u>226</u>	FE.	SUD		Substance Use Disorder
<u>227</u>	FF.	TAR		Treatment Authorization Request
<u>228</u>	FG.	TAY		Transitional Age Youth
<u>229</u>	FH.	AX.	TB	Tuberculosis
<u>310</u>	FI.	TBS		Therapeutic Behavioral Services
<u>311</u>	FJ.	TRC		Therapeutic Residential Center
<u>312</u>	FK.	TTY		Teletypewriter
<u>313</u>	FL.	TUPP		Tobacco Use Prevention Program
<u>314</u>	FM.	UMDAP		Uniform Method of Determining Ability to Pay
<u>315</u>	FN.	UOS		Units of Service
<u>316</u>	FO.	AY.	USC	United States Code
<u>317</u>	FP.	VOLAGs		Volunteer Agencies

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11 FQ. W&IC AZ. ~~WIC~~ ~~State of~~ California Welfare and Institutions
12 Code

13 FR. WIC Women, Infants and Children

14
15 **II. ~~ALTERATION OF TERMS~~ ALTERATION OF TERMS**

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

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

24
25 **III. ASSIGNMENT OF DEBTS**

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

33
34 **IV. COMPLIANCE**

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

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

41 ~~2~~ 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code
42 of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
43 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
44 described in subparagraphs below.

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

41 Program and Code of Conduct.

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

49 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
410 CONTRACTOR's Compliance Program and Code of Conduct contains all required elements,

411 //

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

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

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

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

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

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

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

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

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

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

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

~~a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal and state health care programs; or~~

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

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

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

~~45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.~~

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41 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
 22 Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise
 33 becomes an Ineligible Person.

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

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

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

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

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

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

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

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

120 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~
 121 ~~by ADMINISTRATOR's employees and contract providers.~~

122 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
 123 ~~ADMINISTRATOR's Code of Conduct.~~

124 D 2. ~~CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are~~
 125 ~~made aware of ADMINISTRATOR's Code of Conduct.~~

126 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~
 127 ~~establish its own provided CONTRACTOR's Code of Conduct has been approved by~~

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~~ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

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

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

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

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,

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including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

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

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

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

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

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

//

VI. COST REPORT

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

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time

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11 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
 12 following:

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

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

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

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

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

34 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
 35 applicable revenues and any late penalty, not to exceed ~~the applicable~~ COUNTY'S Maximum Obligation
 36 ~~for each period~~ as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR
 37 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state
 38 and ~~county~~ COUNTY laws, regulations and requirements. Any payment made by COUNTY to
 39 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or
 40 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,
 41 within thirty (30) calendar days of submission of the Cost ~~Reports~~ Report or COUNTY may elect to reduce
 42 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

F. All Cost Reports ~~for each period~~ shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and 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

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.

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION EMPLOYEE ELIGIBILITY VERIFICATION

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

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X. EQUIPMENT

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

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

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

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

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

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

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

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

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

XI. FACILITIES, PAYMENTS AND SERVICES

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

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

XII. INDEMNIFICATION AND INSURANCE

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

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

~~C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less~~

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than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

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

E. -

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

~~E~~F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
<hr style="width: 20%; margin-left: 0;"/>	\$2,000,000
aggregate	
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	<u>\$1,000,000 per occurrence</u>

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

42 Liability

43
44 Professional Liability Insurance \$1,000,000 per claims made

45 ~~or per occurrence~~

46 \$1,000,000 aggregate

47
48 Sexual Misconduct Liability \$1,000,000 per occurrence

49
410 **GH. REQUIRED COVERAGE FORMS**

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

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

415 **HI. REQUIRED ENDORSEMENTS—**

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

418 1 a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at
419 least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
420 agents as Additional Insureds.

421 2 b. A primary non-contributing endorsement evidencing that the CONTRACTOR's
422 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
423 excess and non-contributing.

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

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

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

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

434 ~~J//~~
435 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
436 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
437 elected and appointed officials, officers, agents and employees.

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

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

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

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

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

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

~~Q~~

R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

413 **XIII. INSPECTIONS AND AUDITS**

414 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 415 of the State of California, the Secretary of the United States Department of Health and Human Services,
 416 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 417 access to any books, documents, and records, including but not limited to, financial statements, general
 418 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 419 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
 420 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
 421 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
 422 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
 423 premises in which they are provided.
 424

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

429 C. AUDIT RESPONSE

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

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

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

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

XIV. LICENSES AND LAWS

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

~~B.~~ B. 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. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.~~
- ~~2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.~~
- ~~3. HSC, Divisions 10.5 and 10.6.~~
- ~~4. HSC, §§11758.40 through 11758.47.~~
- ~~5. HSC, §§11839 through 11839.22.~~
- ~~6. HSC, §11864.~~
- ~~7. HSC, §11876(a).~~
- ~~8. HSC, §§123110 through 123149.5.~~

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- ~~41~~ 9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
- ~~42~~ 10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
- ~~43~~ 11. 41 CFR, Public Contracts and Property Management.
- ~~44~~ 12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- ~~45~~ 13. 45 CFR 93, New Restrictions on Lobbying.
- ~~46~~ 14. ~~45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~
- ~~47~~ 15. ~~45 CFR 96.132(e), Additional Agreements.~~
- ~~48~~ 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- ~~49~~ 17. 45 CFR 160, General Administrative Requirements.
- ~~410~~ 18. 45 CFR 162, Administrative Requirements.
- ~~411~~ 19. ~~45 CFR 164, Security And Privacy.~~
- ~~412~~ 20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- ~~413~~ 21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to
- ~~414~~ influence certain federal contracting and financial transactions.
- ~~415~~ 22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- ~~416~~ 23. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental
- ~~417~~ Health Services Administration.
- ~~418~~ 24. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd-2, Confidentiality of Records.
- ~~419~~ 25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health
- ~~420~~ services facilities and organizations.
- ~~421~~ 26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative
- ~~422~~ Simplification.
- ~~423~~ 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on
- ~~424~~ Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- ~~425~~ 28. ~~42 USC 6101, Age Discrimination Act of 1975.~~
- ~~426~~ 29. 42 USC 2000d, Civil Rights.
- ~~427~~ 30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse
- ~~428~~ prevention and treatment block grants and/or projects for assistance in transition from
- ~~429~~ homelessness grants."
- ~~430~~ 31. 8 USC, 1324, Immigration Reform & Control Act, 1986.
- ~~431~~ 32. CCC §§56 through 56.37, Confidentiality of Medical Information.
- ~~432~~ 33. CCC §§1798.80 through 1798.82, Customer Records.
- ~~433~~ 34. CCC §1798.85, Confidentiality of Social Security Number.
- ~~434~~ 35. CCR, Title 9, Division 4; and Title 22.
- ~~435~~ 36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
- ~~436~~ 37. U.S. Department of Health and Human Services Grants Policy Statement.
- ~~437~~ 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol

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~~41 and Drug Programs, 2003.~~

~~42 39. Title 22, CCR, §51009.~~

~~43 40. California Welfare and Institutions Code, §14100.2.~~

~~44 41. D/MC Certification Standards for Substance Abuse Clinics, July 2004.~~

~~45 42. D/MC Billing Manual (March 23, 2010).~~

~~46~~ **C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

64 3. It is expressly understood that this data will be transmitted to governmental agencies charged
65 with the establishment ~~failure to cure such breach within sixty (60) calendar days of notice from~~
66 COUNTY shall constitute grounds for termination of this Agreement.

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

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

73 1. ARRA of 2009.

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

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

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

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

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Security.

6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
8. HSC, §11876, Narcotic Treatment Programs.
9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
10. Code of Federal Regulations, Title 42, Public Health.
11. 2 CFR 230, Cost Principles for Nonprofit Organizations.
12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
13. 41 CFR 50, Public Contracts and Property Management.
14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
16. 45 CFR 93, New Restrictions on Lobbying.
17. 45 CFR 96.127, Requirements regarding Tuberculosis.
18. 45 CFR 96.132, Additional Agreements.
19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
20. 45 CFR 160, General Administrative Requirements.
21. 45 CFR 162, Administrative Requirements.
22. 45 CFR 164, Security and Privacy.
23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
25. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.
26. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
27. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
28. 42 USC §290dd-2, Confidentiality of Records.
29. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
30. 42 USC §§1320d through 1320d-9, Administrative Simplification.
31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
32. 42 USC §6101 et seq., Age Discrimination Act of 1975.
33. 42 USC §2000d, Civil Rights Act of 1964.
34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

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41 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
 42 Federal Awards.

43 35. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants
 44 Policy Statement (10/13).

45 36. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
 46 Co-Occurring Disorders, Mental Health Services Oversight and Accountability
 47 Commission, 1/17/08.

48 37. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
 49 Manual.

410 38. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
 411 Program Certification Standards, March 2004.

412
 413 **XV. LITERATURE AND ADVERTISEMENTS LITERATURE, ADVERTISEMENTS,**
 414 **AND SOCIAL MEDIA**

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

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

425 ~~—C.~~ Any advertisement through radio, television broadcast, or the Internet, for educational or
 426 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
 427 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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

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

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

44 **XVI. MAXIMUM OBLIGATION**

45 A. The ~~Total~~ Maximum ~~Obligations~~ Obligation of COUNTY for services provided in accordance with
 46 this Agreement ~~and the separate Maximum Obligations for Period One and Period Two are~~ is as specified
 47 in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

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

50 **XVII. MINIMUM WAGE LAWS**

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

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

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

64 **PARA XVIII. NONDISCRIMINATION**

65 A. EMPLOYMENT

66 1. During the performance term of this Agreement, CONTRACTOR and its Covered Individuals
 67 shall not unlawfully discriminate against any employee or applicant for employment because of his/her
 68 ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital status,~~
 69 ~~national origin, age (40 and over), sexual orientation, medical condition, or ancestry, physical or disability,~~
 70 ~~mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,~~
 71 ~~gender expression, age, sexual orientation, or military and veteran status.~~ Additionally, during the term
 72 of this Agreement, CONTRACTOR and its Covered Individuals shall ~~warrant~~ require in its subcontracts
 73 that ~~the evaluation and treatment of~~ subcontractors shall not unlawfully discriminate against any employee
 74 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
 75 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,

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gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

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

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

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

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

~~1. a. In those cases where the client's complaint is filed initially with the OCR, the OCR may proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.~~

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

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

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

DE. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or

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otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

XIX. NOTICES

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

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
2. When faxed, transmission confirmed;
3. When sent by Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

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

~~E. In the event~~

XX. NOTIFICATION OF DEATH

A. Upon becoming aware of ~~the~~ death, ~~notification~~ of any person served pursuant to this Agreement, CONTRACTOR shall ~~be made in accordance with the Notification~~ immediately notify ADMINISTRATOR.

B. All Notifications of Death ~~Paragraph of this Agreement~~ provided to ADMINISTRATOR by CONTRACTOR 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.

XIX. NOTIFICATION OF DEATH**A. NON-TERMINAL ILLNESS DEATH**

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

2. In addition, WRITTEN NOTIFICATION

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

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

B. TERMINAL ILLNESS DEATH

~~1. TERMINAL ILLNESS~~ – 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.

~~2.~~ C. 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 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 public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXII. RECORDS MANAGEMENT. PAYMENT CARD COMPLIANCE

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

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered

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41 health care provider;

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

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

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

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

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

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

413 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
414 security of PII and/or PHI. CONTRACTOR shall, ~~notify COUNTY immediately by telephone call plus~~
415 ~~email or fax upon the discovery of a breach~~ Breach of ~~privacy-unsecured PHI and/or security of PII and/or~~
416 ~~PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.~~

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

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

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

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

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

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

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

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XXIV. RESEARCH AND PUBLICATION REVENUE

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

XXV. REVENUE

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

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

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

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

XXVI. 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. Making cash payments to intended recipients of services through this Agreement.
- ~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).~~
3. Fundraising.

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

43 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
44 services.

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

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

411 8. Severance pay for separating employees.

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

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

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

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

419 4. Contracting or subcontracting with any entity other than a ~~public~~ an individual or nonprofit
420 ~~private~~ entity.

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

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

427 ~~7. Fundraising.~~

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

430 ~~9.~~ 13. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
431 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
432 salary advances or giving bonuses to CONTRACTOR's staff.

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

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

437 1214. Promoting the legalization of any drug or other substance included in Schedule 1 of §202

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of the Controlled Substance Act (21 USC 812).

~~15.~~ Distributing or aiding in the distributing 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.

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.~~

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

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

XXVIII. STATUS OF CONTRACTOR

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

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1 COUNTY COUNTY's employees and shall not be considered in any manner to be COUNTY COUNTY's
2 employees.

4 **XXIX. TERM**

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

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

13 **XXX. TERMINATION**

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

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

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

- 22 1. The loss by CONTRACTOR of legal capacity.
- 23 2. Cessation of services.
- 24 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
25 another entity without the prior written consent of COUNTY.
- 26 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
27 required pursuant to this Agreement.
- 28 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
29 Agreement.

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

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

36 D. CONTINGENT FUNDING
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1. Any obligation of COUNTY under this Agreement is contingent upon the following:

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

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be

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1 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

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XXXI. THIRD PARTY BENEFICIARY

4

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

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XXXII. WAIVER OF DEFAULT OR BREACH

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

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

VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
~~TO~~ AGREEMENT FOR PROVISION OF
 SUBSTANCE USE DISORDER ~~OUTPATIENT~~ OUTPATIENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
VISTA COMMUNITY CLINIC DBA VCC: THE GARY CENTER
 JULY 1, ~~2014~~ 2016 THROUGH JUNE 30, ~~2016~~ 2017

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

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

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

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

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

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

~~6~~

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

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

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

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

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

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

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

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

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

16. NIATx is a model for improving business process.

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

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

~~16. Therapeutic Activity means activities such as individual counseling, and groups. These activities shall incorporate best practices and evidence-based approaches.~~

~~17.~~ 19. Evidence based treatment means the integration of clinical expertise, patient values, and the best research evidence into the decision making process for patient care. Such practices may include DBT, CBT, MET, Seeking Safety, or others.

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

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

~~19. Unit of Service means a face to face contact, which results in a record of Therapeutic Experience in a Participant's chart. Self help meetings are not to be entered into IRIS as a unit of service.~~

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

II. BUDGET

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

ADMINISTRATIVE COST

Salaries	\$ 14,560 <u>31,850</u>
Benefits	3,125 <u>4,206</u>
Indirect Costs	21,450 <u>3,609</u>
SUBTOTAL ADMIN COST	\$ 39,135 <u>665</u>

PROGRAM COST

Salaries	\$ 164,424 <u>202,78</u>
Benefits	27,172 <u>30,625</u>
Services and Supplies	46,269
	<u>38,837</u>
Subcontracts <u>Subcontractor</u>	23,000
	<u>34,500</u>
SUBTOTAL PROGRAM COST	\$ 260,865 <u>306,74</u>
	<u>5</u>

<u>1</u>	<u>GROSS COST</u>	<u>\$346,410</u>
<u>2</u>		
<u>3</u>	<u>REVENUE</u>	
<u>4</u>	<u>Participant Fees</u>	<u>\$ 3,070</u>
<u>5</u>	<u>SUBTOTAL REVENUE</u>	<u>\$ 3,070</u>
<u>6</u>		
<u>7</u>	GROSS COST/TOTAL MAXIMUM OBLIGATION	\$300,000 <u>343,34</u>
<u>8</u>		<u>0</u>
<u>9</u>		
<u>10</u>	FUNDING SOURCES	
<u>11</u>	— Federal Block Grant	—300,000
<u>12</u>	TOTAL FUNDS	\$300,000

15 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
16 between budgeted line items within a program, for the purpose of meeting specific program needs or for
17 providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form
18 provided by ADMINISTRATOR. 19 CONTRACTOR shall submit a properly completed Budget/Staffing
20 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
21 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
22 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
23 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
24 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. 25 Failure of
26 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
27 Modification Request(s) may result in disallowance of those costs.

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

31 CFDA No.: 93.959—
32 Program Title: Block Grants for Prevention and Treatment of Substance Abuse
33 Federal Agency: Department of Health and Human Services
34 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

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

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

III. PAYMENTS

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 CAPs by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the State, County or OCPD, ADMINISTRATOR may elect to reduce County’s maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services.

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

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

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

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

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

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

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

notification by ADMINISTRATOR.

IV. RECORDS

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

1. ~~ADMINISTRATOR'S ASAM PPC form to determine Outpatient services are appropriate.~~
 2. ~~Intake, Medical Necessity, and Treatment plans, records of Participant interviews, progress notes, and records of services provided by various personnel~~ shall be documented within thirty (30) calendar days in the Participant's record.

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

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

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

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

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

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

5. C. RECORDS REVIEW – 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, retain copies for purposes of non-confidential disclosure/breach situations, services in-question requiring County management direction or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided. Any confidential information shall be transported via a locked container.

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

V. REPORTS

A. MONTHLY PROGRAMMATIC

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

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

~~3. CONTRACTOR shall submit a list of Participants served during the reporting month showing Medi-Cal and non-Medi-Cal clients. The report should include the names of the Participants, type of service provided, and date of service. This report is due by the twentieth (20th) day of the following month and must be submitted with the invoice and expenditure/revenue report to ADMINISTRATOR.~~

B. FISCAL

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

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

41 monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.
 22 Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and Revenue
 33 Reports.

44 C. MONTHLY IRIS — CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS
 55 and CalOMS data for the preceding month ~~no later than the fifth (5th) calendar day of the month following~~
 66 ~~the report month. CONTRACTOR shall correct and submit all errors from the CalOMS Feedback and~~
 77 ~~Error Report via IRIS within seven (7) calendar days of receipt of the report. CalOMS discharges shall~~
 88 ~~be entered no later than seven (7) calendar days from Participant's discharge.~~ All services shall be entered
 99 into IRIS. CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission record in IRIS
 110 within seven (7) calendar days of Participant admission. CONTRACTOR shall complete a CalOMS
 111 discharge record in IRIS within seven (7) calendar days of Participant's last face to face session.
 112 CONTRACTOR shall regularly run a CalOMS error detail report (CEDR) and correct any errors within
 113 two (2) business days of posting on the report and continue to recheck until error free. Annuals are due
 114 30 days prior to the anniversary date.

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

118 — E

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

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

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

128 3. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in
 129 Participant files.

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

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

VI. SERVICES

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

~~1505~~ 1525 E. 17th Street, Suite B
Santa Ana, CA 92705

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

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

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

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

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

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

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

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

CONTRACTOR shall document any Participant's refusal to accept referrals to other programs in the Participant's record.

41 ~~C~~. ADMISSIONS FOR SUBSTANCE USE DISORDER OUTPATIENT SERVICES

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

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

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

416 ~~4. ADMISSION POLICY—CONTRACTOR shall establish and make available to the public, a~~
417 ~~written admission policy which shall include, but not be limited to the following treatment priorities:~~

418 ~~a. First priority for admission shall be given to pregnant injection drug users;~~

419 ~~4 b. Second priority for admission is pregnant substance users;~~

420 ~~c. Third priority for admission is injection drug users;~~

421 ~~d. All other substance users are next in priority for admission;~~

422 ~~5. CONTRACTOR shall grant priority in admissions to persons referred by~~
423 ADMINISTRATOR.

424 ~~6. CONTRACTOR's Admission Policy shall reflect all applicable federal, state and county~~
425 regulations.

426 ~~7. CONTRACTOR shall have the right to refuse admission of a person only in accordance with~~
427 its written admission policy; provided, however, CONTRACTOR shall comply with the
428 Nondiscrimination provisions of the Agreement.

429 ~~8. CONTRACTOR shall evaluate Participant for D/MC DMC eligibility. All D/MC DMC~~
430 eligible Participants shall be enrolled in D/MC DMC and services shall be billed to accordingly, as directed
431 in Subparagraph III.A. of this Exhibit A to the Agreement.

432 ~~D~~. WAITING LIST – CONTRACTOR shall maintain a waiting list for the Substance Use Disorder
433 Outpatient program which satisfies the following requirements:

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

436 2. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of
437 qualified applicants for admission, is maintained along with dates of application, eligibility criteria, and

41 dates and nature of follow up contacts.

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

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

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

50 1. ~~E. UNITS OF SERVICE~~
51 CONTRACTOR shall provide an average of seventy-five (75) DSH per month or nine hundred (900)
52 DSH per year per FTE of direct clinician time which shall include Individual Counseling, Case
53 Management, Crisis Intervention, and Group Counseling Services. One (1) DSH shall be equal to one (1)
54 hour. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort
55 to exceed this minimum.

56 1. ~~CONTRACTOR shall provide the following Units of Service for each period:~~

SERVICE	UNITS
—Outpatient/Individual Family	864
—Outpatient/Group	5,184
TOTAL	6,048

57 2. ~~SUBSTANCE USE DISORDER OUTPATIENT SERVICES—Guidelines for reporting~~
58 ~~Substance Use Disorder Outpatient units of service are as follows:~~

59 ~~————— a. The unit count for individual and group therapy must include documentation in the chart~~
60 ~~that a therapeutic experience was provided.~~

61 ~~b. The unit count for group therapy is based on the number of Participants in the group.~~
62 ~~[i.e., a group therapy session with four (4) Participants would be counted as four (4) units].~~

63 ~~————— c. Family members of Participants admitted to the program and currently receiving~~
64 ~~services, may be seen, with or without the Participant present, and be counted as a unit of service.~~

65 3. ~~SUBSTANCE USE DISORDER OUTPATIENT CASELOAD—~~

66 ~~CONTRACTOR shall maintain an average monthly caseload of ~~twenty-seven (27)~~ thirty (30)~~
67 ~~Participants per Counselor FTE. An FTE shall be equal to an average of forty (40) hours worked per~~
68 ~~week. CONTRACTOR shall serve a total of two-hundred sixteen (216) unduplicated clients annually.~~

69 ~~F.G. SERVICES TO BE PERFORMED~~

70 1. SUBSTANCE USE DISORDER OUTPATIENT SERVICES shall include, but not be
71 limited to: a structured sequence of substance use disorder education, treatment planning, group and

individual counseling. ~~A continuum of services that includes an initial four (4) months of outpatient treatment with an additional continuing care phase will be provided. The maximum duration of this program shall be four (4) months with a less intensive continuing care program of a maximum of one hundred eighty (180) days duration available to program graduates, unless approved in writing by ADMINISTRATOR for extension in treatment~~ for up to one hundred eighty (180) days. Successful completion of treatment may be considered when a participant has completed their treatment plan goals and may be earlier than one hundred eighty (180) days but no later than one hundred eighty (180) days without a justification between the fifth (5th) and sixth (6th) month of enrollment to continue services which shall be submitted to ADMINISTRATOR for consideration, approval or lack thereof.

~~a. CONTINUING CARE PHASE: Participants who have completed their outpatient episode of care and wish to receive additional treatment services, shall be offered continuing care services. Participants may remain in continuing care until they opt out, but no longer than one hundred eighty (180) days. Services for D/MC eligible Participants shall adhere to CCR, Title 22 with regard to justifying continuing services past 180 days. At a minimum, continuing care services will include one face-to-face contact and/or one group a month for a total of two (2) services each month for non-D/MC Participants. At a minimum, continuing care services will include two (2) group sessions each month for D/MC eligible Participants~~

~~b. CONTRACTOR's program shall include an introduction to Narcotics Anonymous or Alcoholics Anonymous "Step Study" or other appropriate self help programs. It may include activities designed to enhance skills in dealing with social services, legal/judicial, and employment services within Orange County.~~

a. Screening ~~c. CRISIS INTERVENTION – CONTRACTOR shall provide emergency assessment and counseling with the Participant in a crisis situation.~~

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

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

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

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

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

- 1) The topic of the session;
- 2) A description of the participant's progress on the treatment plan and/or referrals;
- 3) Information on attendance, including the date, start and end times of each group or individual and;
- 4) Type or legibly print the name, date and signature of the counselor or therapist who conducted the session within seven (7) calendar days of the session.

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

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

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

- 1) Substance use education.
- 2) Conflict resolution, anger management, skills building.
- 3) Trauma (abuse, violence)
- 4) Relapse prevention.
- 5) Mechanisms for building self-esteem and personal assertiveness.
- 6) Life skills and vocational pursuits.
- 7) Cultural and acculturation issues.
- 8) Co-occurring issue.
- 9) Personal values, social relations, family functioning, coping mechanisms and related issues.
- 10) Chronic disease issues.
- 11) Group counseling sessions as based on client need for ninety (90) minutes each with a minimum of two (2) participants per group. For DMC, there can be no more than twelve (12) participants in a group with at least one being a DMC beneficiary. At a minimum, services will include one face-to-face contact and/or one group a month for a total of two (2) services each month for non-DMC Participants. At a minimum, services will include two (2) group sessions each month for DMC eligible Participants.
- 12) All services and documentation shall meet DMC standards.
- g. Case Management – CONTRACTOR shall provide Case Management services by contacting outside agencies and making referrals for services outside the scope of comprehensive substance use disorder treatment services as identified in the Participant’s treatment/recovery plan as necessary to the Participant’s recovery. Such concomitant services include academic education, vocational training, medical and dental treatment, pre-and post- counseling and testing for infectious diseases, legal assistance, job search assistance, financial assistance, childcare, and self-help programs such as twelve (12)-step programs. Said referrals and follow-up shall be documented in the Participant’s file.
- h. Group/Individual Sessions – CONTRACTOR shall provide, as appropriate, individual and/or group sessions for family members or significant others of a Participant excluding professionals such as employers or doctors. These services shall address varied systems dynamics, as they could contribute to the Participant's relapse, and potential or actual substance use.
- ~~PROGRAM ORIENTATION~~ Collateral Services shall include the Participant unless determined inappropriate by the counselor.
- i. Crisis Intervention – CONTRACTOR shall provide emergency assessment and counseling with the Participant in a crisis situation. This shall include an actual relapse or an unforeseen event or circumstance which presents an imminent threat of relapse to stabilize the emergency situation.
- j. Self-help Programs – CONTRACTOR’s program shall include an introduction to Narcotics Anonymous or Alcoholics Anonymous or other appropriate self-help programs. This shall

include, at a minimum, brochures, flyers, and/or meeting guides and include self-help meetings on site or by referral.

k. Substance Use Screening

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

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

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

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

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

3) In the event that any Participant receives a drug test result indicating any substance use, CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the Participant's record. – During the first seventy-two (72) hours of a Participant's admission into the program, CONTRACTOR shall provide an overview of the program. The Program Orientation shall include, but not be limited to, the following:

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

h

2. REFERRAL AND FOLLOW-UP – CONTRACTOR shall provide effective linkage of a Participant to other ancillary services with follow-up to be documented in the Participant file to ensure that the Participant has contacted the referred service. Referrals shall also be made for individuals having special needs, such as persons living with HIV disease. Referrals shall be sensitive to the Participant's cultural needs. Such referrals shall be documented in the Participant's file.

~~i. TREATMENT PLAN – CONTRACTOR shall develop an individualized treatment plan with each Participant within thirty (30) calendar days of admission into the Program, which shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include~~

~~11 identification of a minimum of three (3) problem areas, one of which shall be a drug and/or alcohol
 12 problem, including long term and short term individualized goals for addressing the identified needs with
 13 action steps, target dates and dates of resolution for each. Every thirty (30) days, CONTRACTOR shall
 14 review with the Participant, and document in progress notes the Participant's progress on the treatment
 15 plan. CONTRACTOR shall update the treatment plan when a change in problem identification, focus of
 16 recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the initial treatment
 17 plan, and no later than every ninety (90) calendar days thereafter, whichever comes first.~~

~~18 j. CONTRACTOR shall provide Therapeutic Activity which includes individual
 19 counseling, and groups. These activities shall incorporate best practices and evidence based approaches,
 20 such as trauma informed treatment. This service model shall consist of one hundred and twenty (120)
 21 days of Outpatient treatment, unless otherwise approved by ADMINISTRATOR.~~

~~22 1) OUTPATIENT TREATMENT~~

~~23 a) Twenty four (24) group counseling sessions at a minimum of ninety (90)
 24 minutes each;~~

~~25 b) Four (4) fifty (50) minute individual counseling sessions or eight (8) twenty five
 26 (25) minute sessions or a combination of each, not to exceed a total of two hundred (200) minutes
 27 of individual counseling time, without prior approval of ADMINISTRATOR;~~

~~28 #
 29 c) Three (3) weekly Self Help meetings for sixteen (16) weeks, for a minimum of
 30 forty eight (48) meetings not to be entered into IRIS as a unit of service;~~

~~31 2) INDIVIDUAL COUNSELING~~ CONTRACTOR shall provide individualized
 32 counseling to Participant. Counseling shall be culturally appropriate to Participants' needs.

~~33 3). GROUP COUNSELING~~ CONTRACTOR shall provide counseling within a group
 34 to Participants determined appropriate for group sessions. Topics for discussion shall include but not be
 35 limited to, the following:

~~36 a) Substance use education~~

~~37 b) Conflict resolution, anger management, skills building~~

~~38 c) Trauma (abuse, violence)~~

~~39 d) Relapse prevention~~

~~40 e) Mechanisms for building self esteem and personal assertiveness~~

~~41 f) Life skills and vocational pursuits~~

~~42 g) Cultural and acculturation issues~~

~~43 h) Chronic disease issues~~

~~44 i) Co-occurring issues~~

~~45 j) Personal values, social relations, family functioning, coping mechanisms and
 46 related issues.~~

~~47 k. COLLATERAL SERVICES~~ CONTRACTOR shall provide, as appropriate, individual

~~and/or group sessions for family members or significant others of a Participant excluding professionals such as employers or doctors. These services shall address varied systems dynamics, as they could contribute to the Participant's relapse, and potential or actual substance use.~~ Collateral Services shall include the Participant unless determined inappropriate by the counselor.

1. ~~LINKAGE~~ If a Participant is identified to require higher level of treatment, linkage to residential treatment will be made, and CONTRACTOR shall document this in the Participant's file.

~~m.~~ TRANSITION/EXIT PLAN – CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall ~~develop~~ prepare a formal exit plan ~~no later than fourteen (14)~~ within thirty (30) calendar days prior to ~~Participant's successful~~ scheduled completion of the program. or the last face-to-face treatment for a DMC participant except for those which the provider loses contact. The transition and exit plan shall be completed ~~and~~, signed and dated by staff and Participant, during the last face-to-face discharge planning session for DMC participants. Non-DMC participants plan shall be signed and dated by staff and Participant upon completion of the transition/exit plan or prior to completion. The transition and exit plan shall include the following:

~~1) A strategy or~~ a. Description of relapse triggers and support plan/strategies to assist the Participant in maintaining a substance use free lifestyle; ~~as well as, treatment plan goal achievement of lack thereof.~~

~~2)b.~~ A continuing treatment exit plan that includes referral and transition of the Participant to support services such as vocational rehabilitation, job training, self-help groups, alumni groups, recovery maintenance services and other services, if needed, and document this in the Participant's ~~chart~~ file. The continuing treatment ~~exit~~ plan shall also address referrals for- unmet or continuing goals identified in the Participant's treatment plan;

c. ~~3) Referrals to appropriate non-substance use resources such as continuing education and vocational rehabilitation.~~

~~n~~ Provide a copy of the continuing care exit plan to the Participant.

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

~~e.~~ DISCHARGE SUMMARY – CONTRACTOR shall develop written procedures regarding Participant discharge. Written criteria for the discharge summary shall include:

~~1)a.~~ Reason for discharge

~~2)b.~~ Description of treatment episodes or recovery services

~~3)c.~~ Current alcohol and/or drug usage at discharge

~~4)d.~~ Vocational and educational achievements

~~5)e.~~ Legal status

~~6)f.~~ Linkages and referrals made

~~7)g.~~ Participants comments

~~8)h.~~ A description of the Participant's goals and achievement towards those goals as

described in the Participant's treatment plan.

~~9) i. Prognosis~~

~~p. SUBSTANCE USE SCREENING~~

~~1) Contractor shall have a written policy and procedure statement regarding alcohol and drug screening that includes unannounced drug and/or alcohol testing at a minimum of once a month and at least six (6) times over a four-month period. In the Continuing Care phase of the program Participants will be screened at least once a month for all Participants.~~ The urine specimen collection shall be observed by same sex staff. This policy shall be approved by ADMINISTRATOR. For those situations where drug screening is deemed appropriate and necessary, CONTRACTOR shall:

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

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

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

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

~~Completion~~ within ~~two (2) business~~ thirty (30) calendar days of ~~receipt of such drug test results, via incident report and the corrective action to be taken if the Participant is allowed to remain in the Program.~~

~~q. OUTREACH ACTIVITIES~~ ~~CONTRACTOR shall perform substance use disorder outreach activities for the purpose of encouraging individuals in need of substance use disorder~~ the date of the provider's last face-to-face treatment ~~services to undergo such treatment~~ contact for a DMC participant.

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

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

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

~~b) Completion Rates shall be calculated by using the number of Participants successfully completing the treatment program divided by the total number of discharges discharged~~

41 during the evaluation period.

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

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

48 2. Objective 2: CESI and CEST

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

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

416 ~~c)~~ b. CONTRACTOR shall maintain the photocopies of the CESI and CEST
 417 documents in Participant files.

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

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

- 424 a) Reduce waiting times
- 425 b) Reduce no-shows
- 426 c) Increase admissions
- 427 d) Increase continuation in treatment

428 2) HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

434 a1) CONTRACTOR shall review and approve the health questionnaire form prior
 435 to Participant's admission to the program. The completed health questionnaire shall be signed and dated
 436 by staff and Participant.

437 b2) A copy of the questionnaire shall be filed in the Participant's file.

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

44 —a1) CONTRACTOR shall obtain a copy of Participant's medical clearance or release
 55 prior to Participant's admission to the program when applicable as listed in 2a.2) above.

66 —b2) A copy of the referral and clearance shall be filed in the Participant's file.

77 bc. CONTRACTOR shall provide directly or by referral: HIV education, voluntary,
 88 confidential HIV antibody testing and risk assessment and disclosure counseling.

99 ed. The programs shall have and post written procedures for obtaining medical or psychiatric
 110 evaluation and emergency services.

111 de. The programs shall have readily available the name, address, and telephone number for
 112 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

113 GJ. INTERIM SERVICES – All persons who are not admitted into Substance Use Disorder
 114 Outpatient treatment within fourteen (14) calendar days due to lack of capacity, and who place their names
 115 on the waiting list for admission, shall be provided interim services. Interim services shall consist of: TB
 116 counseling, voluntary testing, referral for medical evaluation, if appropriate; and HIV education, HIV risk
 117 assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant
 118 women, interim services shall also include counseling on the effects of alcohol and drugs on the
 119 developing fetus and referral to prenatal medical care services. Interim services may be provided directly
 120 or by referral to ADMINISTRATOR or another appropriate provider and given to prospective Participants
 121 within 48 hours. Provision of interim services for persons with alcohol and/or other drug problems, who
 122 could otherwise be admitted into substance use disorder outpatient treatment, shall be documented on the
 123 DATAR and reported monthly to the State.

124 —~~H. CONTRACTOR's Executive Director or designee shall participate, when requested, in meetings~~
 125 ~~facilitated by ADMINISTRATOR related to the provision of services pursuant to the Agreement.~~

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

131 —~~J. CONTRACTOR shall recognize the authority of OCPD as officers of the court, and shall extend~~
 132 ~~cooperation to OCPD within the constraints of CONTRACTOR's program of Substance Use Disorder~~
 133 ~~Outpatient Treatment Services.~~

134 —~~K. CONTRACTOR shall be D/MC Certified to provide D/MC Outpatient Drug Free services to~~
 135 ~~D/MC beneficiaries prior to initiating this Agreement. CONTRACTOR will be expected to provide~~
 136 ~~D/MC treatment services and bill per Outpatient Drug Free Medi-Cal CCR, Title 22 California Code of~~
 137 ~~Regulations. Therefore, CONTRACTOR, must be:~~

- 11 K 1. ~~D/MC certified and with a billing system established before services commence~~
 22 ~~2. Diligent and maintain active D/MC certification throughout the period of the contract~~
 33 3. ~~Certain to include D/MC administrative costs of ten percent (10%) of the annual D/MC~~
 44 ~~budget allocation for purposes of quality assurance to be provided by the COUNTY.~~
 55 ~~4. Time frames may be adjusted with prior approval from ADMINISTRATOR~~

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

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

111 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
 112 a unique password. Tokens and passwords shall not be shared with anyone.

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

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

117 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
 118 conditions:

- 119 a. Token of each staff member who no longer supports the Agreement.
- 210 b. Token of each staff member who no longer requires access IRIS.
- 211 c. Token of each staff member who leaves employment of CONTRACTOR.
- 222 d. Tokens malfunctioning.

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

225 6. CONTRACTOR shall reimburse the COUNTY for tokens lost, stolen, or damaged through
 226 acts of negligence.

227
 228 **VII. STAFFING**

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

<u>PROGRAM</u>	<u>DIRECT</u>	ADMINISTRATION	<u>FTEs</u>
<u>STAFF</u>			
Program Manager	<u>Director</u>	<u>of</u>	<u>0.13</u>
<u>Behavioral Health</u>			
Receptionist			<u>0.13</u>

<u>1</u>	PROGRAM <u>DIRECT</u> ADMINISTRATION	0.26 <u>04</u>
<u>2</u>	SUBTOTAL	
<u>3</u>		
<u>4</u>	<u>PROGRAM ADMINISTRATION STAFF</u>	
<u>5</u>	<u>Director of Behavioral Health</u>	<u>0.25</u>
<u>6</u>	<u>Front Office Administrator</u>	<u>0.50</u>
<u>7</u>	<u>PROGRAMADMINISTRATION</u>	<u>0.75</u>
<u>8</u>	<u>SUBTOTAL</u>	
<u>9</u>		
<u>10</u>	DIRECT PROGRAM STAFF	
<u>11</u>	<u>Front Office</u>	<u>0.90</u>
<u>12</u>	Program Manager <u>Coordinator</u>	0.88 <u>90</u>
<u>13</u>	<u>Case Manager Support</u>	<u>0.50</u>
<u>14</u>	Clinical Supervisor	0.40 <u>13</u>
<u>15</u>	— Counselors	0.55
<u>16</u>	— Case Manager	1.00
<u>17</u>	— Case Management Support	0.40
<u>18</u>	— <u>Group Facilitator/Case Manager</u>	1.00
<u>19</u>	<u>Counselor</u>	<u>1.85</u>
<u>20</u>	DIRECT PROGRAM SUBTOTAL	3.93 <u>5.28</u>
<u>21</u>		
<u>22</u>	TOTAL FTEs	4.19 <u>6.07</u>

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

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

32 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing
33 set forth in Subparagraph VII.B. above; provided, however, such written agreement is made in advance
34 of any staffing change.

35 E. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns.
36 Unless waived by ADMINISTRATOR, prior to providing services pursuant to the Agreement, interns
37 shall be Master's Candidates in Counseling or Social Work, have a Bachelor's Degree in a related field,

or are participating in any state recognized counseling certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10) hours of work by interns or consistent with school or licensing Board requirements. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts. Volunteer or student intern services may not comprise more than twenty percent (20%) of the services provided.

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

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

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

H. CONTRACTOR shall develop a written plan and provide ongoing training on topics related to alcohol and drug use on an annual basis. All staff training shall be documented and maintained as part of the training plan. CONTRACTOR shall maintain documentation 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. CONTRACTOR shall refer to Culturally and Linguistically Appropriate Services (CLAS) adapted by DHCS to develop culturally informed services.

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

I. CONTRACTOR shall provide pre-employment screening of any staff person/intern/volunteer providing any service pursuant to the Agreement.- All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check prior to employment. ADMINISTRATOR may change this approval mechanism at their discretion. The results of the fingerprint checks will be sent directly from the Department of Justice to the CONTRACTOR. Results must remain in staff file.

1. All staff, prior to hiring, must meet the following requirements:
 - a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under PC, Section 290;

41 b. No person shall have been convicted of an arson offense – PC, Sections 451, 451.1,
42 451.5, 452, 452.1, 453, 454, or 455;

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

46 d. No person shall be on parole or ~~OCPD~~ Probation;

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

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

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

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

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

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

1 pursuant to the Agreement.

2 **B. DEFINITIONS**

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
23 45 CFR § 160.103.

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

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

29 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
30 160.103.

31 **C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:**

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

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

1 other than as provided for by this Business Associate Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

5 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
 6 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
 7 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR
 8 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR
 9 shall develop and maintain a written information privacy and security program that includes
 10 Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
 11 CONTRACTOR's operations and the nature and scope of its activities.

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

16 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
 17 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
 18 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
 19 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
 20 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

29 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
 30 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
 31 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
 32 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
 33 COUNTY.

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

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

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

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

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

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

33 1) Upper case letters (A-Z)

34 2) Lower case letters (a-z)

35 3) Arabic numerals (0-9)

36 4) Non-alphanumeric characters (punctuation symbols)

37 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 2 must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may
 3 also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require
 4 prior written permission by COUNTY.

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

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

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

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

24 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
 25 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 26 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
 27 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
 28 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
 29 access, file transfer, and E-Mail.

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

34 3. Audit Controls

35 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
 36 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
 37 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

1 COUNTY must have at least an annual system risk assessment/security review which provides assurance
 2 that administrative, physical, and technical controls are functioning effectively and providing adequate
 3 levels of protection. Reviews should include vulnerability scanning tools.

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

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

11 4. Business Continuity/Disaster Recovery Control

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

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

24 5. Paper Document Controls

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

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

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

37 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR

1 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
 2 of the CONTRACTOR except with express written permission of COUNTY.

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

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

15 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

37 2) A description of the types of Unsecured PHI that were involved in the Breach (such

1 as whether full name, social security number, date of birth, home address, account number, diagnosis,
 2 disability code, or other types of information were involved);

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

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

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

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

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

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

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

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

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

32 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

37 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for

1 the proper management and administration of CONTRACTOR.

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

5 1) The Disclosure is required by law; or

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

10 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
 11 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
 12 CONTRACTOR.

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

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

17 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
 18 required by law.

19 H. PROHIBITED USES AND DISCLOSURES

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

25 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
 26 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
 27 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
 28 42 USC § 17935(d)(2).

29 I. OBLIGATIONS OF COUNTY

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

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

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

1 affect CONTRACTOR's Use or Disclosure of PHI.

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

4 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, 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 CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under 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 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 or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation

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

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

7 **B. TERMS OF AGREEMENT**

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

12 **2. Responsibilities of CONTRACTOR**

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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