

AGREEMENT FOR PROVISION OF  
POST CUSTODY RE-ENTRY SERVICES  
BETWEEN  
COUNTY OF ORANGE

AND

«UCNAME»

JULY 1, ~~2013~~2016 THROUGH JUNE 30, ~~2016~~2018

THIS AGREEMENT entered into this 1st day of July ~~2013~~2016, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UCNAME», a «CORPORATION» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Post Custody Re-Entry Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:**            July 1, ~~2013~~2016 through June 30, ~~2016~~2018

Period One means the period from July 1, ~~2013~~2016 through June 30, ~~2014~~2017

Period Two means the period from July 1, ~~2014~~2017 through June 30, ~~2015~~2018

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

**Aggregate Maximum Obligation:**

Period One Maximum Obligation: \$~~278,683~~300,000

Period Two Maximum Obligation: ~~278,683~~ 300,000

~~Period Three Maximum Obligation: 278,683~~

~~TOTAL AGGREGATE MAXIMUM OBLIGATION: \$836,049~~ 600,000

**Basis for Reimbursement:** Fee-for-Service

**Payment Method:** ~~Fee for Service~~ Monthly in Arrears

**CONTRACTOR DUNS Number:** «DUNS»

**CONTRACTOR TAX ID Number:** «TAXID»

**Notices to COUNTY and CONTRACTOR:**

COUNTY:            County of Orange

                                   Health Care Agency

                                   Contract ~~Development and Management~~ Services

                                   405 West 5th Street, Suite 600

                                   Santa Ana, CA 92701-4637

CONTRACTOR: ~~Attention:~~ «ATTN»

           «LCNAME»

                                   «ADDRESS»

                                   «CITYSTATEZIP»

                                   Contact Name: «ATTN»

                                   Email: ~~«CONTACT\_EMAIL»~~

#

## I. ACRONYMS

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

1			
2			
3			
4	A.	<u>AA</u>	<u>Alcoholics Anonymous</u>
5		<u>B. AB 109</u>	<u>Assembly Bill 109, 2011 Public Safety Realignment</u>
6		<u>C. ABC</u>	<u>Allied Behavioral Care</u>
7		<u>D. ACH</u>	<u>Acute Care Hospital</u>
8		<u>E. ADAS</u>	<u>Alcohol and Drug Abuse Services</u>
9		<u>F. ADL</u>	<u>Activities of Daily Living</u>
10		<u>G. ADP</u>	<u>Alcohol and Drug Program</u>
11		<u>H. AES</u>	<u>Advanced Encryption Standard</u>
12		<u>I. AFLP</u>	<u>Adolescent Family Life Program</u>
13		<u>J. AIDS</u>	<u>Acquired Immune Deficiency Syndrome</u>
14		<u>K. AIM</u>	<u>Access for Infants and Mothers</u>
15		<u>L. AMHS</u>	<u>Adult Mental Health Services</u>
16		<u>M. <del>B.</del> ARRA</u>	<u>American Recovery and Reinvestment Act of 2009</u>
17		<u>N. ASAM PPC</u>	<u>American Society of Addiction Medicine Patient Placement Criteria</u>
18		<u>O. <del>C.</del> ASI</u>	<u>Addiction Severity Index</u>
19		<u>P. ASIST</u>	<u>Applied Suicide Intervention Skills Training</u>
20		<u>Q. ASO</u>	<u>Administrative Services Organization</u>
21		<u>R. <del>D.</del> ASRS</u>	<u>Alcohol and Drug Programs Reporting System</u>
22		<u>S. BBS</u>	<u>Board of Behavioral Sciences</u>
23		<u>T. BCP</u>	<u>Business Continuity Plan</u>
24		<u>U. BH</u>	<u>Base Hospital</u>
25		<u>V. BHS</u>	<u>Behavioral Health Services</u>
26		<u>W. <del>E. BJA</del></u>	<u><del>Bureau of Justice Administration</del></u>
27		<u><del>F. CAF</del></u>	<u><del>Client Admit Form</del></u>
28		<u><del>G. CalOMS</del></u>	<u>California Outcomes Measurement System</u>
29		<u>X. CalWORKs</u>	<u>California Work Opportunity and Responsibility for Kids</u>
30		<u>Y. <del>H.</del> CAP</u>	<u>Corrective Action Plan</u>
31		<u>Z. CAT</u>	<u>Centralized Assessment Team</u>
32		<u>AA. <del>I.</del> CCC</u>	<u>California Civil Code</u>
33		<u>AB. CCLD</u>	<u>(California) Community Care Licensing Division</u>
34		<u>AC. <del>J.</del> CCR</u>	<u>California Code of Regulations</u>
35		<u>AD. CDCR</u>	<u>California Department of Corrections</u>
36		<u><del>K. CDC</del></u>	<u>and</u>
37		<u>AE. CDSS</u>	<u>California Department of Social Services</u>

1	AF.	CERC	Children's Emergency Receiving Center
2	<del>AG.</del>	<del>L.</del>	<del>CDCI</del>
3	<del>M.</del>	<del>CEO</del>	<del>County Executive Office</del>
4	<del>N.</del>	<del>CESI</del>	<del>Client Evaluation of Self at Intake</del>
5	AH.	<del>O.</del>	<del>CEST</del>
6	AI.	<del>P.</del>	<del>CFDA</del>
7	AJ.	<del>Q.</del>	<del>CFR</del>
8	AK.	CHDP	Child Health and Disability Prevention
9	AL.	CHHS	California Health and Human Services Agency
10	AM.	<del>R.</del>	<del>CHPP</del>
11	AN.	<del>S.</del>	<del>CHS</del>
12	AO.	<del>T.</del>	<del>CIW</del>
13		<u>CIPA</u>	California <del>Institute for Women</del> <u>Information Practices Act</u>
14	AP.	CMPPA	Computer Matching and Privacy Protection Act
15	AQ.	<del>U.</del>	<del>COI</del>
16	AR.	CPA	Certified Public Accountant
17	AS.	CSI	Client and Services Information
18	AT.	CSW	Clinical Social Worker
19	AU.	CYBHS	Children and Youth Behavioral Health Services
20	AV.	<del>V.</del>	<del>DATAR</del>
21	<del>W.</del>	AW.	DCR
22	AX.	DD	Dually Diagnosed
23	AY.	DEA	Drug Enforcement Agency
24	AZ.	DHCS	California Department of Health Care Services
25	BA.	D/MC	-Drug/Medi-Cal
26	BB.	<del>X.</del>	<del>DCHS</del>
27		<u>DMV</u>	California Department of <del>Health</del> <u>Care Services</u> <u>Motor Vehicles</u>
28	BC.	<del>Y.</del>	<del>DMH</del>
29		<u>DoD</u>	US Department of <del>Mental</del> <u>Health</u> <u>Defense</u>
30	BD.	<del>Z.</del>	<del>DPFS</del>
31	<del>AA.</del>	BE.	DRC
32	BF.	DRP	Disaster Recovery Plan
33	BG.	DRS	-Designated Record Set
34	<del>AB.</del>	<del>ePHI</del>	<del>BH.</del>
35		<u>DSM</u>	Diagnostic and Statistical Manual of Mental <u>Disorders</u>
36	BI.	DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
37	BJ.	DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition

1	BK. EBP	Evidence-Based Practice
2	BL. EDN	Electronic Disease Notification System
3	BM. EEOC	Equal Employment Opportunity Commission
4	BN. EHR	Electronic Health Records
5	BO. ePHI	Electronic Protected Health Information
6	BP. EPSDT	Early and Periodic Screening, Diagnosis, and <del>AC. FOTP</del>
7	<del>Female Offender</del>	Treatment Program
8	<del>AD. FTE</del>	BQ. ERC Emergency Receiving Center
9	BR. FFS	Fee For service
10	BS. FIPS	Federal Information Processing Standards
11	BT. FQHC	Federally Qualified Health Center
12	BU. FSP	Full Service Partnership
13	BV. FTE	Full Time Equivalent
14	BW. <del>AE.</del>	GAAP Generally Accepted Accounting Principles
15	<del>AF.</del>	BX. HAB Federal HIV/AIDS Bureau
16	BY. HCA	County of Orange Health Care Agency
17	<del>AG.</del>	BZ. HHS Federal Health and Human Services Agency
18	#	
19	<del>AH.</del>	CA. HIPAA Health Insurance Portability and Accountability Act of
20	1996,	
21	<del>Public</del>	Law 104-191
22	<del>AI.</del>	CB. HITECH ACT Health Information Technology for Economic and Clinical Health
23		Act, Public Law 111-005
24	CC. HIV	Human Immunodeficiency Virus
25	CD. HRSA	Federal Health Resources and Services Administration
26	CE. <del>AJ.</del>	HSC California Health and Safety Code
27	CF. IBNR	Incurred But Not Reported
28	CG. ID	Identification
29	CH. IEA	Information Exchange Agreement
30	CI. IMD	Institute for Mental Disease
31	CJ. IOM	Institute of Medicine
32	CK. <del>AK.</del>	ISO Insurance Services Office
33	<del>AL.</del>	IRIS Integrated Records and Information System
34	CL. ISO	Insurance Services Office
35	CM. ITC	Indigent Trauma Care
36	CN. LCSW	Licensed Clinical Social Worker
37	CO. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex

1	CP. LPS	Lanterman/Petris/Short (Act)
2	CQ. LPT	Licensed Psychiatric Technician
3	CR. MAT	Medication Assisted Treatment
4	CS. MEDS	Medi-Cal Eligibility Determination System
5	CT. MFT	Marriage and Family Therapist
6	CU. MH	Mental Health
7	CV. MHIS	Mental Health Inpatient Services
8	CW. MIHS	Medical and Institutional Health Services
9	<del>CX. AM.</del> MHP	<del>—————</del> Mental Health Plan
10	CY. MHRC	Mental Health Rehabilitation Centers
11	CZ. MHS	Mental Health Specialist
12	DA. MHSA	Mental Health Services Act
13	DB. MORS	Milestones of Recovery Scale
14	DC. MS	Mandatory Supervision
15	DD. MSN	Medical Safety Net
16	DE. MTP	Master Treatment Plan
17	DF. NA	Narcotics Anonymous
18	<del>DG. AN.</del> NIATx	<del>—————</del> Network <del>for</del> Improvement <del>for</del> of Addiction Treatment
19	Model	
20	<del>AO. OCJS</del>	DH. NIH National Institutes of Health
21	DI. NIST	National Institute of Standards and Technology
22	DJ. NOA	Notice of Action
23	DK. NP	Nurse Practitioner
24	DL. NPDB	National Provider Data Bank
25	DM. NPI	National Provider Identifier
26	DN. NPP	Notice of Privacy Practices
27	DO. OCEMS	Orange County Emergency Medical Services
28	DP. OCJS	Orange County Jail System
29	DQ. OC-MEDS	Orange County Medical Emergency Data System
30	<del>DS. AP.</del> OCPD	<del>—————</del> Orange County Probation Department
31	<del>DT. AQ.</del> OCR	<del>—————</del> Federal Office for Civil Rights
32	<del>DU. AR.</del> OCSD	<del>—————</del> Orange County Sheriff's Department
33	<del>DV. AS.</del> OIG	<del>—————</del> Federal Office of Inspector General
34	<del>DW. AT.</del> OMB	<del>—————</del> Federal Office of Management and Budget
35	<del>DX. AU.</del> OPM	<del>—————</del> Federal Office of Personnel Management
36	<del>AV.</del> DY. ORR	<del>—————</del> Federal Office of Refugee Resettlement
37	DZ. P&P	Policy and Procedure



1	EA.	PA DSS	Payment Application Data Security Standard
2	EB.	PAF	Partnership Assessment Form
3	EC.	PAR	Prior Authorization Request
4	ED.	PBM	Pharmaceutical Benefits Management
5	<del>EE.</del>	<del>AW.</del> PC	<del>State of</del> California Penal Code
6	<del>AX</del> EF.	PCI DSS	Payment Card Industry Data Security Standard
7	EG.	PCP	Primary Care Provider
8	EH.	PCS	Post-Release Community Supervision
9	EI.	<del>AY.</del> PHI	<del>Protected</del> Health Information
10	EJ.	PI	Personal Information
11	EK.	<del>AZ.</del> PII	<del>Personally</del> Identifiable Information
12	EL.	<del>BA.</del> PRA	<del>California</del> Public <del>Record</del> Records Act
13	EM.	PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment
14			and Coordination Team
15	EN.	PSC	Professional Services Contract
16	EO.	PTRC	Paramedic Trauma Receiving Center
17	EP.	QI	Quality Improvement
18	EQ.	QIC	Quality Improvement Committee
19	ER.	RHAP	Refugee Health Assessment Program
20	ES.	RHEIS	Refugee Health Electronic Information System
21	ET.	RN	Registered Nurse
22	EU.	RSA	Remote Site Access
23	EV.	SAPTBG	Substance Abuse Prevention and Treatment Block Grant
24	EW.	SD/MC	Short-Doyle Medi-Cal
25	EX.	<del>BB.</del> PSN	<del>Parole</del> Services Network
26	<del>BC.</del>	SIR	<del>Self-</del> Insured Retention
27	EY.	SMA	Statewide Maximum Allowable (rate)
28	EZ.	SNF	Skilled Nursing Facility
29	FA.	SR	Supervised Release
30	FB.	SRP	Supervised Release Participant
31	FC.	SSA	County of Orange Social Services Agency
32	FD.	<del>BD.</del> SSI	<del>Supplemental</del> Security Income
33	FE.	STP	Special Treatment Program
34	FF.	SUD	Substance Use Disorder
35	FG.	TAR	Treatment Authorization Request
36	FH.	TAY	Transitional Age Youth
37	FI.	<del>BE.</del> TB	<del>Tuberculosis</del>

1	FJ. TBS	Therapeutic Behavioral Services
2	FK. TRC	Therapeutic Residential Center
3	FL. TTY	Teletypewriter
4	FM. TUPP	Tobacco Use Prevention Program
5	FN. UMDAP	Uniform Method of Determining Ability to Pay
6	FO. UOS	Units of Service
7	<del>FP. BF. The HITECH Act</del>	<del>The Health Information Technology for Economic and</del>
8	<del>Clinical Health</del>	<del>Act, Public Law 111-005</del>
9	<del>BG. USC</del>	<del>United States Code</del>
10	<del>BH. WIC</del>	<del>State of</del> FQ. VOLAGs Volunteer Agencies
11	FR. W&IC	California Welfare and Institutions Code
12	FS. WIC	Women, Infants and Children

## II. ALTERATION OF TERMS

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

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

## III. ASSIGNMENT OF DEBTS

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

## IV. COMPLIANCE

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

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

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of

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

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

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

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

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

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

31 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who  
 32 provide health care items or services or who perform billing or coding functions on behalf of  
 33 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
 34 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
 35 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
 36 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
 37 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are

1 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
2 procedures.

3 2. An Ineligible Person shall be any individual or entity who:

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

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

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

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

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

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

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

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



1 disclosure in connection with activity funded under this Agreement. This system shall include  
 2 provisions for employee education on the confidentiality requirements, and the fact that disciplinary  
 3 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,  
 4 physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity,  
 5 and availability of all confidential information that it creates, receives, maintains or transmits.  
 6 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

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

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

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

## 14 **VI. COST REPORT**

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

24 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time  
 25 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
 26 following:  
 27

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

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

36 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
 37 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be

1 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

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

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

21 D. Unless otherwise approved by ADMINISTRATOR, costs that exceed the provisional rate as  
22 specified in the Payments Paragraph of Exhibit A to this Agreement shall be unreimbursable to  
23 CONTRACTOR.

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

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

30  
31 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
32 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
33 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
34 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
35 allowable and directly or indirectly related to the services provided and that this Cost  
36 Report is a true, correct, and complete statement from the books and records of  
37 (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.

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

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

**VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without



1 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
 2 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
 3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
 4 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

36 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
 37 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract

1 subsequently fails to meet the requirements of this Agreement or any provisions that  
2 ADMINISTRATOR has required.

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

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

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

### 10 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

### 21 **X. EQUIPMENT**

22 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
23 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
24 ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement.  
25 “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs  
26 \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined  
27 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales  
28 taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may  
29 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not  
30 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
31 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
32 depreciated according to GAAP.  
33

34 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any  
35 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
36 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
37 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
2 purchased asset in an Equipment inventory.

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

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

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

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

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

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

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

## 26 27 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

## 33 34 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

15 ~~C.~~ C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
 16 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an  
 17 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
 18 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
 19 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
 20 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
 21 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
 22 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
 23 by COUNTY representative(s) at any reasonable time.

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

28 ~~D. If CONTRACTOR~~ upon review of CONTRACTOR’s current audited financial report. E.  
 29 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this  
 30 Agreement, COUNTY may terminate this Agreement.

31 ~~E.~~ F. QUALIFIED INSURER

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

37 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 \$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>
<u>Network Security &amp; Privacy Liability</u>	<u>\$1,000,000 per claims made</u>
Professional Liability Insurance	\$1,000,000 per claims made <del>or per occurrence</del> <u>\$1,000,000</u> <u>aggregate</u>
Sexual Misconduct Liability	\$1,000,000 per occurrence

G.H. REQUIRED COVERAGE FORMS

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

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

H.I. REQUIRED ENDORSEMENTS —

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

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

1 2 b. A primary non-contributing endorsement evidencing that the CONTRACTOR's  
 2 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
 3 excess and non-contributing.

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

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

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

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

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

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

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

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

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

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

37 P.Q. The procuring of such required policy or policies of insurance shall not be construed to limit

1 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
 2 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

3 ~~Q~~ R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

18 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
 19 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and  
 20 //

21 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
 22 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

30 **XIII. INSPECTIONS AND AUDITS**

31 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 32 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 33 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
 34 access to any books, documents, and records, including but not limited to, financial statements, general  
 35 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
 36 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
 37 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth

1 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all  
2 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
3 premises in which they are provided.

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

8 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of  
9 services.

10 #

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

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

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

#### 21 22 **XIV. LICENSES AND LAWS**

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

#### 31 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

36 b. In the case of a contractor doing business in a form other than as an individual, the  
37 name, date of birth, social security number, and residence address of each individual who owns an



1 interest of ten percent (10%) or more in the contracting entity;

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

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

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

12 #

13 #

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

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

20 1. ARRA of 2009.

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

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

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

25 4. CCC §1798.85, Confidentiality ~~3. State of California, Department of Alcohol~~  
26 ~~and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.~~

27 ~~4. State of California, Department of Social Services, Community Care Licensing Division~~  
28 ~~requirements for Group Homes~~  
29 ~~of Social Security Numbers.~~

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

32 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse  
33 Master Plans.

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

35 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.

36 8. ~~HSC, §11864.~~

37 ~~9. HSC, §11876(a), Narcotic Treatment Programs.~~

- 1 9. ~~10.~~ HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 2 10. Code of Federal Regulations, Title 42, Public Health.
- 3 11. ~~Title-2;~~ CFR, ~~Part~~ 230, Cost Principles for Nonprofit Organizations.
- 4 12. ~~Title-2;~~ CFR 376, Nonprocurement, Debarment and Suspension.
- 5 13. 41 CFR 50, Public Contracts and Property Management.
- 6 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 7 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 8 prevention and treatment block grants and/or projects for assistance in transition from
- 9 homelessness grants.
- 10 16. 45 CFR 93, New Restrictions on Lobbying.
- 11 17. ~~16.~~ 45 CFR 96.127(a), “Requirements regarding Tuberculosis”.
- 12 18. ~~17.~~ 45 CFR 96.132(e), Additional Agreements.
- 13 19. 45 CFR ~~18.~~ ~~45 CFR~~ 96.135, Restrictions on Expenditure of Grant.
- 14 20. 45 CFR ~~19.~~ ~~45 CFR~~ 160, General Administrative Requirements.
- 15 ~~20~~21. 45 CFR 162, Administrative Requirements.
- 16 ~~21~~22. 45 CFR 164, Security ~~And~~ and Privacy.
- 17 ~~22.~~ ~~23.~~ 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 18 24. ~~8.~~ ~~23.~~ Title 31, USC, Chapter 13, Subtitle II, §1324 et seq., Immigration Reform and
- 19 Control Act of 1986.
- 20 25. 31 USC §1352, Limitation on ~~use of appropriated funds to influence certain federal~~
- 21 contracting and financial transactions Use of Appropriated Funds to Influence Certain Federal
- 22 Contracting and Financial Transactions.
- 23 26. ~~24.~~ ~~42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.~~
- 24 ~~25.~~ 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 25 National Institute on Drug Abuse.
- 26 27. 42 USC, ~~Chapter 6A, Subchapter III A,~~ §§290aa through ~~290jj~~290kk-3, Substance Abuse
- 27 and Mental Health Services-Administration.
- 28 28. 42 USC § ~~26.~~ ~~42 USC, Chapter 6A, Subchapter III A, Part D,~~ 290dd-2,
- 29 Confidentiality of Records.
- 30 29. 42 USC § ~~27.~~ ~~42 USC, Chapter 7, Subchapter XI, Part A,~~ 1320(a), Uniform
- 31 reporting systems for health services facilities and-organizations.
- 32 30. ~~28.~~ 42 USC, ~~Chapter 7, Subchapter XI, Part C, 1320(d)~~ §§1320d through
- 33 ~~1320(d)(8);~~1320d-9, Administrative Simplification.
- 34 31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 35 32. ~~29.~~ ~~42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o,~~ National
- 36 Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 37 ~~30.~~ 42 USC §6101; et seq., Age Discrimination Act of 1975.

1 ~~33.~~ ~~31.~~ 42 USC §2000d, Civil Rights Act of 1964.

2 ~~32.~~ 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse  
3 prevention and treatment block grants and/or projects for assistance in transition from homelessness  
4 grants."

5 ~~33.~~ 42 USC §§ 3601-3619, the Fair Housing Act.

6 ~~34.~~ 8 USC, 1324, Immigration Reform & Control Act, 1986.

7 34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
8 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
9 Federal Awards.

10 //

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

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

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

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

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

16 ~~40.~~ U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants  
17 Policy Statement: (10/13).

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

19 ~~42.~~ 36. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment Fact  
20 Sheet (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and  
21 Accountability Commission, 1/17/08.

22 37. State of California, Department of Alcohol and Drug Programs Audit Assistance  
23 Guide Manual.

24 38. State of California, Department of Alcohol and Drug Programs, 2003 Alcohol and/or Other  
25 Drug Program Certification Standards, March 2004.

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

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

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

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

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

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

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

#### 14 **XVI. MAXIMUM OBLIGATION**

15 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
 16 agreements for Post Custody Re-Entry Services during Period One, ~~Period Two~~ and Period ~~Three~~ Two  
 17 are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with  
 18 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation  
 19 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a  
 20 fraction of these Aggregate Maximum Obligations.

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

#### 24 **XVII. MINIMUM WAGE LAWS**

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

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

35 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
 36 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
 37 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the

1 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

2  
3 **XVIII. NONDISCRIMINATION**

4 A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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



**XX. NOTIFICATION OF DEATH**

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

B. All Notifications of Death 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.

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 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. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, 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. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report 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 pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served 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 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.

//

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**XXII. PAYMENT CARD COMPLIANCE**

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business



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

### 8 9 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 13 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
 14 75055(a), 75343(a), and 77143(a).
- 15 2. State of California, Department of ASRS manual.
- 16 3. State of California, DPFS manual.
- 17 4. State of California, Health and Safety Code §123145.
- 18 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

- 36 1. The medical records and billing records about individuals maintained by or for a covered  
 37 health care provider;



1 or developed, as a result of this Agreement for the purpose of personal or professional research, or for  
2 publication.

3  
4 **XXV. REVENUE**

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

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

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

20  
21 **XXVI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

~~XXV. SEVERABILITY~~

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

**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.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, or members of the Board of Directors.
- 5. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or services.
- 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- 10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

- 1 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 2 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
- 3 alcohol.
- 4 14. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of
- 5 the Controlled Substance Act (21 USC 812).
- 6 15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
- 7 injection of any illegal drug.
- 8 16. Assisting, promoting, or deterring union organizing.
- 9 17. Providing inpatient hospital services or purchasing major medical equipment.

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

- 12 1. Funding travel or training (excluding mileage or parking).
- 13 2. Making phone calls outside of the local area unless documented to be directly for the
- 14 purpose of client care.
- 15 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 16 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 17 contribute to the quality of services to be provided pursuant to this Agreement.
- 18 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 19 CONTRACTOR’s clients.

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

24  
 25 **XXVIII. STATUS OF CONTRACTOR**

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

34 //  
 35 //

36 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
 37 entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner

1 to be COUNTY's employees.

### 3 **XXIX. TERM**

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

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

### 15 **XXX. TERMINATION**

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

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

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

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

1 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3  
4 **XXXI. THIRD PARTY BENEFICIARY**

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

8  
9 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 «UCNAME»

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

9  
10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

14  
15  
16 COUNTY OF ORANGE

17  
18  
19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 HEALTH CARE AGENCY

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

27  
28  
29  
30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

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

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
POST CUSTODY RE-ENTRY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND

«UCNAME»

«UC\_NAME» «UC\_DBA»

JULY 1, 2013 2016 THROUGH JUNE 30, 2016 2018

**I. DEFINITIONS 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~~ this Agreement.

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

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

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

~~B~~ 4. ~~CESI and CEST are~~ means self-administered survey instruments designed to ~~access participants' assess~~ Participants' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

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

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

7. DATAR means DHCS system used to collect data on SUD treatment capacity and waiting lists.

8. ~~C~~ Graduation or Participant Completion means the completion of the Residential Treatment Services program (recovery) whereby the Participant has successfully completed all goals and

1 objectives documented in the Participant's treatment plan within the maximum authorized length of stay  
 2 authorized by ADMINISTRATOR.

3 9. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR  
 4 staff in which specific information about the Participant is gathered including the ability to pay and  
 5 standard admission forms pursuant to ~~the~~this Agreement.

6 ~~D~~ 10. IRIS means a collection of applications and databases that serve the needs of programs  
 7 within ~~the~~ HCA and includes functionality such as registration and scheduling, laboratory information  
 8 system, billing invoices and reporting capabilities, compliance with regulatory requirements, electronic  
 9 medical records and other relevant applications.

10 ~~E~~ 11. Linkage means connecting ~~clients~~Participant to ancillary services such as outpatient and/or  
 11 residential treatment and supportive services which may include self-help groups, social services,  
 12 rehabilitation services, vocational services, job training services, or other appropriate services.

13 ~~F~~ 12. Medication means those medications that are needed to maintain Participant's health, and  
 14 without which there could be medical or mental health consequences to the Participant.

15 13. NIATx means ~~the network for improvement~~ a set of addiction objectives used to measure  
 16 the effectiveness of the treatment, a model for improving business process program.

17 ~~G. Non-Therapeutic Activities~~ means ~~work, school, and volunteer hours outside the facility,~~  
 18 ~~chores, and recreation and socialization activities.~~

19 ~~H~~ 14. Participant means a person who has a substance use disorder, for whom a COUNTY  
 20 approved intake and admission for residential services as appropriate have been completed pursuant to  
 21 ~~the~~this Agreement, ~~as appropriate.~~

22 ~~I~~ 15. Program Protocol means the written program description, goals, objectives, and policies  
 23 established by CONTRACTOR for the ~~residential treatment~~ Residential Treatment Services program  
 24 provided pursuant to ~~the~~this Agreement.

25 ~~J~~ 16. Residential Recovery Treatment means ~~substance use disorder~~ alcohol and other drug  
 26 treatment services that are provided to Participants at a ~~supervised~~ twenty-four (24)-hour residential  
 27 ~~recovery~~ program. Services are provided in an alcohol and drug-free environment ~~with treatment for~~  
 28 ~~substance use disorders~~ and support recovery from alcohol and/or other drug related problems. These  
 29 services are provided in a non-medical, residential setting that has been licensed and certified by ~~the~~  
 30 State DHCS.

31 17. Resocialization/Re-Entry means applying and continuing treatment activities designed to  
 32 assist Participants in working on personal issues, cultivate support systems, and seek and/or obtain  
 33 education/vocational and/or volunteer opportunities.

34 ~~K.~~ ~~Self-Help~~ 18. Self-Help Meetings means a non-professional, peer participatory  
 35 meeting formed by people with a common problem or situation offering mutual support to each other  
 36 towards a goal ~~of~~for healing or recovery.

37 ~~L. Service Category~~ means ~~the type of Post Custody Re-Entry Services provided to Participants.~~

~~Service Categories include FOTP Post Custody Re-Entry Services, and Drug Court Post Custody Re-Entry Services.~~

~~M~~ 19. Structured Activities means ~~activities~~services including Therapeutic Activity and Non-Therapeutic ActivitiesActivity designed to meet treatment goals.

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

~~These activities shall incorporate best practices and evidence-based approaches.~~

~~O~~ b. Non-Therapeutic Group Activity means work, school, and volunteer hours outside the facility, chores, and recreation and socialization activities~~such as individual counseling, groups, self-help meetings, but excludes chores and recreational activity.~~

~~P~~ 20. SUD means a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

21. Token means the security device which allows an individual user to access ~~the HCA computer based~~ IRIS.

~~Q~~ 22. Unit of Service means one (1) calendar day during which services are provided to a Participant pursuant to ~~the~~this Agreement. ~~The~~A day of admission in which a Participant is absent for a CONTRACTOR – sanctioned overnight pass may also be included.~~The day of discharge is excluded. If both admission and discharge occur on the same day, the day is considered a day of admission and counts as a full day~~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. The following budget is set-forth per fiscal year for ~~each Service Category of~~ Post Custody Re-Entry ~~Services; FOTP and Drug Court~~ Service and is an aggregate funding amount ~~for several Agreements and CONTRACTOR will only be reimbursed a fraction of the budget.~~

1. ~~Aggregate Maximum Funding for Period One, July 1 2013 – June 30, 2014 is \$278,683~~

~~a. FOTP \$78,683~~

~~b. Drug Court - \$200,000~~

2. ~~Aggregate Maximum Funding for Period Two, July 1 2014 – June 30, 2015 is \$278,683~~

~~a. FOTP \$78,683~~

~~b. Drug Court \$200,000~~

3. ~~Aggregate Maximum Funding for Period Three, July 1 2015 – June 30, 2016 is \$278,683~~

~~a. FOTP \$78,683~~

~~b. Drug Court \$200,000~~

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

1 Paragraph of this Exhibit A to the Agreement.  
2

### 3 **III. PAYMENTS**

4 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of \$72.00 per bed day  
5 provided, however, that the total of all such payments to CONTRACTOR and all other COUNTY  
6 contract providers for all Post Custody Re-Entry Services shall not exceed ~~COUNTY's Maximum~~  
7 ~~Obligation for each Service Category and shall not exceed~~ COUNTY's Aggregate Maximum Obligation,  
8 as set forth in the Referenced Contract Provisions of the Agreement. Non-compliance will require the  
9 completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined  
10 by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is  
11 ineligible to provide services due to non-compliance with licensure and/or certification standards of the  
12 State, County or Probation, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation  
13 proportionate to the length of time that CONTRACTOR is ineligible to provide services. All payments  
14 are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph  
15 of the Agreement.

16 B. CONTRACTOR'S invoices shall be on a form approved or supplied by COUNTY and provide  
17 such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day  
18 of each month. Invoices received after the due date may not be paid within the same month. Payments  
19 to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after  
20 receipt of the correctly completed invoice.

21 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source  
22 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
23 canceled checks, receipts, receiving records, and records of service provided. ADMINISTRATOR may  
24 require CONTRACTOR to submit documentation in support of the monthly billing.

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

27 E. ADMINISTRATOR may withhold or delay processing of CONTRACTOR's final invoice until  
28 CONTRACTOR submits a correctly completed Cost Report as defined in the Cost Report Paragraph.

29 F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration  
30 and/or termination of the Agreement, except as may otherwise be provided under the Agreement.

31 G. In conjunction with the Payments Paragraph of this Exhibit A to the Agreement units of service  
32 shall not be entered in the COUNTY IRIS system for services not rendered. If information has been  
33 entered, corrections will be made within ten (10) ~~business~~ calendar days from notification of  
34 ADMINISTRATOR.

35 H. The Agreement includes federal funds paid to CONTRACTOR. The CFDA number and  
36 associated information for federal funds paid through the Agreement is specified below:  
37

1 ~~CFDA Year: 2013~~

2 CFDA No.: 93.959

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

4 Federal Agency: Department of Health and Human Services

5 Award Name: Negotiated Net Amount/Drug MediCal Contract

6  
7 I. CONTRACTOR may be required to have an audit conducted in accordance with federal  
8 OMB Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit  
9 requirements within the reporting period specified by OMB Circular A-133.

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

12 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
13 Payments Paragraph of this Exhibit A to the Agreement.

#### 14 **IV. RECORDS**

15  
16 A. PARTICIPANT RECORDS ~~CONTRACTOR~~ shall maintain adequate records ~~in accordance~~  
17 ~~with the COUNTY Guidelines~~ on each individual Participant in sufficient detail to permit an evaluation  
18 of services, which shall include, but ~~need~~ not be limited to:

19 1. ADMINISTRATOR's Treatment Authorization ~~Referral form~~ Form for Residential  
20 Treatment ~~services~~ Services.

21 2. Treatment plans which shall be documented in the Participant's record within fourteen (14)  
22 calendar days from the date of admission ~~for Participants admitted to residential recovery programs and~~  
23 ~~shall include a comprehensive psychosocial assessment.~~

24 3. An admission record which shall include documentation that ~~residential services~~ Residential  
25 Treatment Services for substance use disorders are appropriate for the Participant. Such documentation,  
26 ~~made within seven (7) calendar days~~ shall include a completed ASAM criteria indicating appropriate  
27 level of admission, shall include care for participant, and a comprehensive psychosocial assessment.

28 B. FINANCIAL RECORDS ~~CONTRACTOR~~ The Participant eligibility determination and fee charged to and  
29 collected from ~~Participants~~ Participant, according to the COUNTY approved sliding scale fee schedule,  
30 together with a record of all ~~billings~~ invoices rendered and revenues received from any source on behalf  
31 of ~~Participants~~ Participant treated pursuant to ~~the~~ this Agreement, must be reflected in CONTRACTOR's  
32 financial records.

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

1 termination of services.

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

## 4 5 **V. REPORTS**

### 6 **A. MONTHLY PROGRAMMATIC**

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

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

17 **B. MONTHLY IRIS** ~~CONTRACTOR shall participate~~ input all Units of Service provided in  
18 COUNTY's IRIS, and input all IRIS and CalOMS data database for the preceding month no later than  
19 the fifth (5th) calendar day of the month following the report month. ~~CONTRACTOR shall correct and~~  
20 ~~submit all errors from the CalOMS Feedback and Error Report via IRIS within seven (7) calendar days~~  
21 ~~of receipt of this report. CalOMS discharges shall be entered no later than seven (7) calendar days after~~  
22 ~~Participant's discharge. CONTRACTOR shall not be compensated for units of service (bed days,~~  
23 ~~individual and group counseling units) that are not entered into the IRIS system.~~

24 ~~C. MONTHLY DATAR/HOMELESS REPORT~~ ~~CONTRACTOR shall provide monthly~~ C.  
25 CalOMS – CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission record  
26 in IRIS within seven (7) calendar days of Participant admission. CONTRACTOR shall complete a  
27 CalOMS discharge record in IRIS within seven (7) calendar days of Participant discharge.  
28 CONTRACTOR shall run a CalOMS error report and correct any errors within two (2) business days of  
29 submitting the CalOMS admission or discharge, and continue to recheck until error free.

30 **D. MONTHLY DATAR – CONTRACTOR shall provide** reports under the DATAR, and/or any  
31 other State reporting system in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th)  
32 ~~business~~ calendar day of the month following the report month.

33 ~~D. FOTP PARTICIPANTS~~ ~~CONTRACTOR shall report Participant information as required by~~  
34 ~~ADMINISTRATOR including, but not limited to, the monthly bed day census reports, the Cost Report,~~  
35 ~~and proper Participant identification on the CalOMS report.~~

36 **E. ADDITIONAL REPORTS** ~~CONTRACTOR shall make additional reports as required by~~  
37 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.

ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the information is needed.

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

~~VI.~~ VI. GENERAL REQUIREMENTS

A. MEETINGS – CONTRACTOR’S EXECUTIVE DIRECTOR OR DESIGNEE

SHALL PARTICIPATE, WHEN REQUESTED, SERVICES

~~A. FACILITY – CONTRACTOR shall provide services at any facility approved in advance, in writing, meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Agreement.~~

B. CULTURAL COMPETENCY – CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. 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.

C. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

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

D. NO PROSELYTIZING POLICY – CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that



1 the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious  
 2 creed or cult, denomination or sectarian institution, or religious belief.

3 E. AUTHORITY – CONTRACTOR shall recognize the authority of OCPD as officers of the  
 4 court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR’s program of  
 5 substance use disorder residential services.

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

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

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

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

19 I. VISITATION POLICY – CONTRACTOR shall establish a written Visitation Policy, which  
 20 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the  
 21 following:

- 22 1. Sign in logs;
- 23 2. Visitation hours; and
- 24 3. Designated visiting areas at the Facility.

25 J. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,  
 26 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited  
 27 to, the following:

- 28 1. Admission
- 29 2. Housing arrangement
- 30 3. Bathroom privacy
- 31 4. Drug testing

32 K. MEDICATION POLICY – CONTRACTOR shall establish a written Medication Policy, which  
 33 shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to  
 34 the securing, handling, and administration of medication(s) prescribed to the Participant. The policy  
 35 shall address Medications that are prescribed for substance and mental health disorders and medications  
 36 disallowed by CONTRACTOR. Participants shall be allowed to have Medications during their stay with  
 37 the program, and/or to have the ability to get refill(s).

1 L. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at  
2 each program site at minimum one Naloxone Nasal Spray for the treatment of known or suspected  
3 opioid overdose. At least one staff per shift shall be trained in administering the Naloxone Nasal Spray.  
4 Naloxone Nasal Spray is not a substitute for emergency medical care. CONTRACTOR shall always  
5 seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid  
6 emergency.

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

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

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

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

15 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
16 conditions:

- 17 a. Token of each staff member who no longer supports this Agreement.
- 18 b. Token of each staff member who no longer requires access to IRIS.
- 19 c. Token of each staff member who leaves employment of CONTRACTOR.
- 20 d. Tokens malfunctioning.

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

24 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
25 General Requirements Paragraph of this Exhibit A to the Agreement.

26  
27 **VII. SERVICES**

28 ~~appropriately~~ A. FACILITY – CONTRACTOR shall operate licensed and certified substance use  
29 disorder residential programs in accordance with the standards established by COUNTY and the State’s  
30 ~~Programs Standards, and CCR, Title 9.~~

31 #  
32 ~~1.~~ within the specifications stated below, unless otherwise authorized by the  
33 ADMINISTRATOR. Facility must acquire ASAM designation from DHCS. Unless otherwise  
34 authorized in writing by  
35 ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a  
36 week, twenty-four (24) hours per day throughout the year. Services shall be provided at the following  
37 location, or at any other location approved in advance, in writing, by ADMINISTRATOR:

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

~~3. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY sponsored 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.~~

«RES FAC1 STREET»

«RES FAC1 CITY ST ZIP»

## B. PERSONS TO BE SERVED

1. CONTRACTOR shall serve ~~adult~~ Participants who have abstained from substance use for at least twenty-four (24) hours; have a diagnosis of a substance use disorder, and demonstrate a need for a substance use disorder residential treatment setting. ~~Such persons shall include persons with co-occurring disorders~~ based on ASAM criteria. CONTRACTOR may refer Participant if it is determined that Participant is in need of detoxification Services.

~~2. FOTP POST CUSTODY RE-ENTRY SERVICES – CONTRACTOR shall serve adult female parolees, who are referred by ADMINISTRATOR, being paroled from the CIW Forever Free program and women on Community Parole, which include any adult female who is on parole from any of the California State Prisons for Women as verified by CDC, Parole and Community Services. CONTRACTOR shall also serve any adult female parolee deemed appropriate by CDC and the State as verified by the parole agent. CONTRACTOR shall accept all said referrals.~~

~~3. 90 DAY DRUG COURT POST CUSTODY RE-ENTRY SERVICES –~~ 2.  
DRUG COURT POST CUSTODY RE-ENTRY SERVICES – CONTRACTOR shall serve, immediately upon their release from an Orange County jail, adult males and females, who are referred by COUNTY's Drug Court Program. CONTRACTOR shall accept all referrals in accordance with its bed capacity.

~~4. ADMISSION TO RESIDENTIAL SERVICES~~

## ~~a~~ C. ADMISSIONS

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons ~~living with HIV disease, as well as persons~~ with a concurrent diagnosis of mental illness, i.e., those identified as having a ~~dual~~ co-occurring diagnosis. ~~Dually diagnosed persons~~ Persons with co-occurring disorders and others who require prescribed ~~medication~~ Medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed ~~medications~~ Medications. Persons having a concurrent diagnosis of mental illness will be served in accordance with Federal Substance Abuse Prevention and Treatment

1 Block Grant Program requirements and COUNTY guidelines.

2 ~~—b2.~~ CONTRACTOR shall have a policy that requires ~~anya~~ Participant who shows signs of  
3 any communicable disease; or through medical disclosure during the intake process; admits to a health  
4 related problem that would put others at risk, to be cleared medically before services are provided ~~by any~~  
5 ~~program.~~

6 ~~3. Admission Policy~~ ~~—~~ ~~e. ADMISSION POLICY~~ CONTRACTOR  
7 shall ~~grant priority in admissions to persons referred by ADMINISTRATOR, and shall~~ establish and make  
8 available to the public; a written ~~admission policy~~ Admission Policy which shall include, but not be  
9 limited to the following treatment priorities:

10 ~~—1)a.~~ First priority for admission shall be given to pregnant injection drug users.  
11 ~~—2)b.~~ Second priority for admission ~~shall be given to is~~ pregnant substance ~~users~~ abusers.  
12 ~~—3) c.~~ Third priority for admission ~~shall be given to is~~ injection drug  
13 users.

14 ~~—4) Fourth priority for admission shall be given to all other substance users.~~  
15 ~~—d. CONTRACTOR's admission policy.~~ CONTRACTOR's Admission Policy shall  
16 reflect all applicable federal, ~~State~~ state, and ~~COUNTY~~ county regulations.

17 ~~—e~~ 5. Prior to admission, ADMINISTRATOR will authorize an individual's  
18 immediate admission to treatment by sending a treatment authorization to the CONTRACTOR.  
19 CONTRACTOR shall not admit any individual into program without prior approval by  
20 ADMINISTRATOR. Within one business day of participant's admission, CONTRACTOR shall fax a  
21 completed treatment authorization containing date of admission and CONTRACTOR signature to  
22 ADMINISTRATOR.

23 6. CONTRACTOR shall have the right to refuse admission of a person only in accordance  
24 with its written ~~admission policy~~ Admission Policy; provided, however, CONTRACTOR ~~shall~~  
25 ~~comply~~ complies with the Nondiscrimination provisions of ~~the~~ this Agreement.

26 7. INTERIM SERVICES – All persons who are not admitted into a Residential Treatment  
27 Services shall be provided or referred to Interim Services by CONTRACTOR. Interim Services shall be  
28 provided until an individual is admitted to a substance abuse treatment program. The purposes of the  
29 services are to reduce the adverse health effects of such abuse, promote the health of the individual, and  
30 reduce the risk of transmission of disease. At a minimum, Interim Services include counseling and  
31 education about HIV and TB, about the risks of needle-sharing, the risks of transmission to sexual  
32 partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not  
33 occur, as well as referral for HIV or TB treatment services if necessary. CONTRACTOR shall provide  
34 Participants, especially opiate users, with drug overdose education/information. For pregnant women,  
35 Interim Services also includes counseling on the effects of alcohol and drug use on the fetus, as well as  
36 referral for prenatal care. Provision of Interim Services shall be documented on the DATAR and  
37 reported monthly to the State.

D. SERVICES

1. CONTRACTOR shall provide to Participants an alcohol and drug-free residential treatment program of no more than ninety (90) calendar days without prior approval in writing by ADMINISTRATOR.

2. DRUG COURT POST CUSTODY RE-ENTRY SERVICES

a. CONTRACTOR's Residential Recovery Treatment services for new Participants from custody shall provide a structured recovery program of:

1) Substance use disorder education;

2) Recovery planning coordinated with Drug Court clinic staff; and

3) Individual and group discussion for adult substance disorder users within a supportive, culturally-appropriate residential environment.

3. Co-Occurring Disorders – CONTRACTOR shall provide \_\_\_\_\_ f.

~~CONTRACTOR shall discharge Participants who are away from the facility more than seven (7) days unless authorized by ADMINISTRATOR.~~

~~C. SERVICES TO BE PROVIDED~~

~~1. CONTRACTOR shall provide services in accordance with protocols established by CONTRACTOR and approved by ADMINISTRATOR. Said services shall be provided at State licensed and certified facility that is furnished consistent with the cultural values of the population to be served.~~

~~2. RESIDENTIAL RECOVERY SERVICES – CONTRACTOR shall operate licensed and certified substance use disorder residential facilities for the provision of residential recovery services, in accordance with the standards established by COUNTY and State, and within the specifications stated herein, unless otherwise authorized by ADMINISTRATOR.~~

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

4. Each Participant shall be restricted to the premises of the facilities listed within the Agreement for a minimum of fourteen (14) calendar days of the program, and CONTRACTOR shall not encourage Participants to seek employment opportunities during this time. Exceptions for restriction to the premises shall be allowed for medical, outside meetings, mental health/substance use appointments and/or emergencies. Uninsured Participants shall be provided assistance in securing Affordable Health Care benefits. CONTRACTOR shall discharge Participants who are away from the facility for more than three (3) calendar days, unless authorized by ADMINISTRATOR.

5. Residential Treatment program shall consist of the following:

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

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

4                   1) Overview of Program structure and schedules

5                   2) Program rules and regulations

6                   3) Policies regarding Participant fees

7                   4) Participant rights

8                   5) Assignment of a counselor

9                   6) Staff Code of Conduct

10                  7) Continuing Care services

11                  c. ~~ASSESSMENT~~ Assessment – Within seven (7) calendar days of admission,  
12 CONTRACTOR shall ~~conduct~~ provide a standardized, comprehensive risk and needs assessment on each  
13 Participant which assesses both alcohol/drug ~~use~~ abuse history, family history, mental and emotional  
14 status, legal status, educational and vocational background as well as daily living skills, stress  
15 management, literacy, employment, education, and money management. Assessment tools shall ~~be co-~~  
16 ~~occurring capable,~~ meet best practice standards and may include ~~ASI~~ Addiction Severity Index, CalOMS,  
17 or other assessment tools that are approved by ADMINISTRATOR and completed and signed by staff  
18 and Participant and approved by ADMINISTRATOR.

19                  d. CESI/CEST – CONTRACTOR shall have all Participants complete the CESI at the  
20 time of intake. The CEST shall be completed at mid-point and at completion, and information  
21 incorporated in the formulation of treatment plan.

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

26                  2) CONTRACTOR shall photocopy the CESI and CEST surveys, place them in  
27 Participant files, and submit the originals to ADMINISTRATOR once a month, by the tenth (10th)  
28 calendar day of each month.

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

32                  e. Treatment plan – CONTRACTOR shall develop an individualized treatment plan with  
33 each Participant within fourteen (14) calendar days of admission. The client-centered treatment plan  
34 shall be based upon the Participant’s needs identified in the assessment process and shall include goals  
35 and objectives with specific measurable tasks outlining what the Participant is to complete.  
36 CONTRACTOR and Participant shall collaborate on a treatment plan that shall include identification of  
37 a minimum of three (3) problem areas, including a drug and/or alcohol problem, long and short term

1 individualized goals for addressing the identified needs with action steps, target dates and dates of  
 2 resolution for each. As a part of their treatment plan, Participants will be actively involved in outside  
 3 activities. Participants' treatment plan shall clearly outline the expectations, responsibilities and steps  
 4 taken to successfully earn Resocialization/Re-Entry privileges. Every fourteen (14) calendar days,  
 5 CONTRACTOR shall review with the Participant, and document in the progress notes, the Participant's  
 6 progress on the treatment plan. CONTRACTOR shall update the treatment plan no later than ninety  
 7 (90) calendar days after signing the initial treatment plan, and when there is a change in problem  
 8 identification or focus of treatment.

9 f. Structured Therapeutic Activities – Residential Treatment Services shall consist of a  
 10 minimum of twenty (20) hours of structured activity per week. Of this, Participants must engage in a  
 11 minimum of fourteen (14) hours of Therapeutic Activity per week, which shall include, at a minimum  
 12 the following:

13 1) Individual Counseling – CONTRACTOR shall provide individual counseling to  
 14 Participants.

15 2) Group Counseling – CONTRACTOR shall provide counseling and intervention  
 16 within a group setting to Participants. Group interventions and activities may include, but are not  
 17 limited to process groups, seminars and educational groups, house and community group meetings, and  
 18 practical life and social skills.

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

26 g. Structured Non-Therapeutic Activities – Contractor shall provide a minimum of six (6)  
 27 hours of structured Non-Therapeutic Activity per week that includes work, school, and volunteer hours  
 28 outside the Facility, chores, and recreation and socialization activities. Activities may include, but not  
 29 be limited to:

30 1) Teaching the concepts of rules, teamwork and sportsmanship.

31 ~~5. CASE MANAGEMENT – CONTRACTOR shall provide case management~~

32 2) Providing guidance on use of recreational or leisure time.

33 h. Treatment Activities

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

37 2) CONTRACTOR shall include within the Participant's Treatment Plan client-

centered goals and objectives with specific measurable tasks outlining what the Participant is to complete prior to advancing to Resocialization/Re-Entry phase of treatment.

i. Resocialization/Re-Entry

1) During Resocialization/Re-Entry, CONTRACTOR shall obtain documentation from Participants regarding efforts to obtain employment.

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

3) If Participant is not in the resocialization process by forty-five (45) calendar days after the date of admission, CONTRACTOR shall document reason why not and specify objective(s) needed to be accomplished to be involved in the resocialization process.

j. 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 abuse 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 linkages, referrals shall and follow-up are to be documented in the Participant's Participant file.

~~6. PROGRAM ORIENTATION – During the first seventy two (72) hours of a Participant's admission into the program,~~ k. Successful Completion – CONTRACTOR shall provide an orientation of the program. The program orientation shall include, but not consider all Participants to be limited to:

~~a. Overview of Program structure and schedules;~~

~~b. Program rules and regulations;~~

~~graduated upon completion of all their~~ ~~c. Policies regarding Participant fees;~~

~~d. Participant rights;~~

~~e. Assignment of a counselor;~~

~~f. Staff Code of Conduct; and~~

~~g. Continuing care services.~~

~~7. TREATMENT/RECOVERY PLAN – CONTRACTOR shall collaboratively develop an individualized treatment plan with each Participant within fourteen (14) calendar days of admission into the Program, which shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, including a substance use disorder problem, long term and short term individualized goals addressing the identified needs, action steps, target dates and dates of resolution for each. Every fourteen (14) calendar days, CONTRACTOR shall review with the Participant, and document in progress notes, the Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in~~



1 | ~~problem identification, focus of recovery or treatment occurs.~~ [REDACTED]

2 | ~~8. HABILITATIVE AND REHABILITATIVE SERVICES~~ CONTRACTOR shall provide  
 3 | structured and planned rehabilitative and rehabilitative activities involving program staff and Participants  
 4 | in traditional classroom or experiential learning of practical life and social skills. Subjects shall include,  
 5 | but are not limited to, the following: job preparation, application, interview and retention skills;  
 6 | managing finances; maintaining health and personal hygiene and appearance; obtaining educational and  
 7 | vocational training; building and maintaining socially supportive relationships; securing housing;  
 8 | obtaining social services; recognizing and preventing substance use disorder relapse; avoiding violence  
 9 | and criminal activities; recognizing and changing self-defeating thinking and behavior patterns;  
 10 | nutrition, meal planning and food preparation; parenting skills; and obtaining child care.

11 | ~~9. COLLATERAL SERVICES~~ CONTRACTOR shall provide, as appropriate and  
 12 | documented in the Participant file, individual and group sessions for family members of the Participant.  
 13 | These services shall address family dynamics, which could contribute to the Participant's relapse and  
 14 | potential or actual abuse in the family system. Collateral Service shall include the Participant unless  
 15 | determined inappropriate by the counselor.

16 | ~~10. STRUCTURED ACTIVITY~~

17 | ~~a. Residential Recovery services shall consist of a minimum of twenty (20) hours of~~  
 18 | ~~Structured Activity per week of which Participants must engage in a minimum of fourteen (14) hours of~~  
 19 | ~~Therapeutic Activity per week and shall include, at a minimum the following:~~

20 | ~~1) Individual Counseling~~ CONTRACTOR shall provide individual counseling to  
 21 | Participants.

22 | ~~2) Group Counseling~~ CONTRACTOR shall provide counseling within a group to  
 23 | Participant. Group intervention and activities may include, but are not limited to, encounter groups,  
 24 | seminars and educational groups, house and community group meetings, self-help meetings, and  
 25 | practical life and social skills. Topics for discussion shall include anger management, criminal thinking  
 26 | and thinking errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group  
 27 | activities, the ratio of participants to Substance Use Disorder Program counselors shall not be greater  
 28 | than twelve to one (12:1) as evidenced on group activity rosters.

29 | ~~b. CONTRACTOR shall provide a minimum of six (6) hours of structured~~  
 30 | ~~non-therapeutic activity per week that includes work, school, and volunteer hours outside the facility,~~  
 31 | ~~chores, and recreational activities. Recreational activity and socialization services for participants may~~  
 32 | ~~include, but not be limited to:~~

33 | ~~1) Teaching the concepts of rules, teamwork and sportsmanship; and~~

34 | ~~2) Providing guidance on use of recreational or leisure time.~~

35 | 1. Transition/Exit Planning ~~11. TREATMENT PHASES~~

36 | ~~CONTRACTOR's program shall consist of progressive treatment phases which shall be defined in~~  
 37 | ~~CONTRACTOR's Program Protocol, approved by ADMINISTRATOR, and include measurement of~~

~~Participant's progress in order to advance to subsequent phases. The Program Protocol shall be CONTRACTOR's written program description, goals and objectives, and policies established by CONTRACTOR for the residential recovery treatment program as provided for under the Agreement. Each Participant admitted to the ninety calendar day programs shall be restricted to the premises of the facilities listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions shall be allowed for medical and psychiatric services, described in Subparagraph V.D. of this Exhibit A to the Agreement, or other staff approved activities under CONTRACTOR supervision. Suggestions for treatment phases are as follows:~~

~~a. Orientation and engagement consists of activities designed to interrupt negative substance use disorder lifestyle factors, address denial, and assist the Participant's adjustment to a sober environment. The Participant shall not be expected to seek employment or educational opportunities during this phase.~~

~~b. Primary treatment, internalization and socialization consists of activities designed to assist Participants in working on personal issues, cultivate support systems, and seek educational/vocational opportunities.~~

~~c. Re-entry and externalization consists of activities designed to assist the Participant with separation issues, develop appropriate community support systems, gain employment and/or enroll in educational/vocational programs, and finalize exit plans.~~

~~d. Graduation consists of Participants completing their residential recovery treatment program in accordance with the treatment/recovery plan.~~

~~12. TRANSITION/EXIT PLANNING~~ CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal exit plan with the Participant no later than fourteen (14) calendar days prior to Participant's successful completion ~~from~~of the program. The ~~transition~~/exit plan shall be completed and signed by CONTRACTOR staff and Participant. The ~~transition~~/exit plan shall be documented in the Participant's chart and include:

~~a. Identifying the~~ 1) Participant's achievements while in the residential recovery treatment program Residential Treatment such as meeting or progressing towards educational or vocational goals.

~~b. A strategy or strategies to assist the Participant in maintaining a substance use disorder free lifestyle.~~

~~c. A continuing treatment exit plan that includes referral~~ 2) Linkage and linkage/transition of the Participant to appropriate services support service(s) such as outpatient treatment, ongoing recovery support services such as self-help groups, alumni groups, recovery maintenance services, social services, other support services such as vocational rehabilitation, job training and other services, if needed, ~~and shall document this in the participant's chart. The continuing treatment plan shall also include the goals identified in the Participant's treatment plan~~ to assist the Participant in maintaining an alcohol and drug free lifestyle.

1 ~~d. Referrals to appropriate non-substance use resources such as continuing education and~~  
2 ~~vocational rehabilitation.~~

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

6 ~~13. PARTICIPANT COMPLETION~~ Participant completion shall mean a Participant has  
7 demonstrated progress in behavioral and emotional growth sufficient to have completed the objectives  
8 established by CONTRACTOR as these objectives are described in the Program Protocol.

9 ~~a. Progress shall be documented in the Participant's treatment/recovery plan.~~

10 ~~b. Successful program completion is defined as continued participation for the length of~~  
11 ~~stay specified for the program with motivation and intent to recover from addiction in order to lead a~~  
12 ~~productive substance use disorder free life.~~

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

16 ~~a.~~ 1) Reason for discharge

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

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

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

20 ~~e.~~ 5) Legal status

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

22 ~~g.~~ 7) Participants comments

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

25 ~~15. FOOD AND OTHER SERVICES~~ n. Food and Other Services – CONTRACTOR  
26 shall provide a clean, safe environment, toiletries, clean linen, and food service, ~~storage, and supervision~~  
27 ~~of medication.~~

28 ~~o. Support Services~~ 16. SUPPORT SERVICES – CONTRACTOR shall  
29 provide housekeeping, which may be done by Participants; laundry; access; and maintenance ~~and~~  
30 ~~arrangements for emergency and non-emergency medical services.~~

31 ~~17. FOTP~~ p. Care Coordination

32 ~~1) POST-CUSTODY RE-ENTRY SERVICES~~

33 ~~a. CONTRACTOR shall provide residential recovery services to adult female parolees~~  
34 ~~which shall consist of a maximum of ninety (90) calendar days, unless approved in writing by~~  
35 ~~ADMINISTRATOR.~~

36 ~~b. CONTRACTOR shall maintain contact with parole agents~~ OCPD regarding treatment  
37 progress, barriers to progress, and exit planning.

~~2) c. CONTRACTOR, throughout the course of treatment, shall continue to closely coordinate with Children's Protective Services, if applicable, and other community agency representative(s) acting on behalf of the Participant and/or her child(ren) to facilitate successful independent community living. CONTRACTOR shall document such coordination activities in Participant files.~~

~~d. CONTRACTOR shall construct a plan for continuing care which shall be fully documented in the Participant's exit plan.~~

~~e. 3) CONTRACTOR shall make every effort to notify the parole agent OCPD of any FOTP Participant's behavior patterns which may lead to an involuntary discharge so that the parole agent OCPD may attempt to influence the Participant to improve treatment efforts. CONTRACTOR shall have final authority to discharge. In those instances requiring immediate action, CONTRACTOR is not bound to give advance notice to the parole agent OCPD.~~

~~f. Screening County PSN Case Manager or designated staff will conduct an initial screening utilizing the CAF and fax this referral to the CONTRACTOR. CONTRACTOR shall enter admissions data on the CAF and fax it back to County PSN Case Manager upon admission of the parolee into program.~~

~~18. 90 DAY DRUG COURT POST CUSTODY RE-ENTRY SERVICES~~

~~a. CONTRACTOR shall provide a residential recovery program for Participants, for no more than ninety (90) calendar days, unless otherwise authorized by ADMINISTRATOR.~~

~~b. CONTRACTOR's Residential Recovery Treatment services for new Participants from custody shall provide a structured recovery program of:~~

~~1) Substance use disorder education;~~

~~2) Recovery planning coordinated with Drug Court clinic staff; and~~

~~3) Individual and group discussion for adult substance disorder users within a supportive, culturally appropriate residential environment.~~

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

~~r. Health, Medical, Psychiatric and Emergency Services – D. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES~~

~~1. CONTRACTOR shall ensure that all persons admitted for Residential Recovery Treatment services shall have a health questionnaire completed using form ADP-10026 DHCS 5103, or may develop its their own form provided it contains, at a minimum, the information requested in the ADP 10026 DHCS 5103 form.~~

~~a. 1) The health questionnaire is a Participant's self-assessment of his/her current health~~



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

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

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

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

16 e) CONTRACTOR shall be held liable and may be billed by the Ambulance  
 17 Provider for services requested by CONTRACTOR that are deemed inappropriate for use and not a  
 18 covered service under this section by the COUNTY.

19 2) Non-Emergency Transportation – CONTRACTOR shall transport Participant,  
 20 either in CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary  
 21 and/or important to the ~~Participant's treatment~~/Participant's recovery plan including, but not limited to,  
 22 Social Security Administration offices for Supplemental Security Income benefits and ~~non-emergency~~  
 23 ~~medical or mental health services~~ for non-emergency medical or mental health services not identified in  
 24 Subparagraph r.1) above, that require treatment at a physician office, urgent care, or emergency room  
 25 when an ambulance provider is not necessary or required for transportation based on the level of severity  
 26 and/or services required by the Participant.

27 E. ~~F.~~ ALCOHOL AND/OR DRUG SCREENING

28 1. CONTRACTOR shall have a written policy and procedure statement regarding drug  
 29 screening that includes random drug and/or alcohol ~~testing~~ screening at a minimum of one (1) time per  
 30 month for the first thirty (30) calendar days ~~for all Participants~~ and two (2) times per month for the  
 31 remaining term of ~~the~~ agreement for all Participants. All urine specimen collections shall be observed  
 32 by same sex staff. This policy shall be approved by ADMINISTRATOR. ~~CONTRACTOR shall:~~  
 33 ~~Participant shall not be denied admittance to treatment for a positive alcohol and/or drug screen at~~  
 34 ~~admission if they meet all other criteria for admission. CONTRACTOR shall:~~

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

37 b. Assure that all urine specimen collections shall be observed by same sex staff.

c. Document results of the drug screening in the ~~Participant's records~~ 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. Such testing shall be provided at COUNTY's ~~expenses~~ expense.

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

#### ~~GF. PERFORMANCE OUTCOMES--~~

1. CONTRACTOR shall achieve performance ~~outcome~~ objectives ~~for each Period~~, tracking and reporting ~~performance outcome objective~~ Performance Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following ~~activities~~ services to meet the objectives, and, therefore, revisions to objectives and ~~activities~~ services may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR. ~~Post-Custody Re-Entry Services performance outcome objectives for each Period are as follows:~~

~~1//~~

#### 2. Performance Outcome Objectives:

a. Objective 1: CONTRACTOR shall provide effective ~~ninety (90) day~~ residential substance ~~use disorder~~ abuse assessment, treatment, and counseling to ~~drug court enrolled~~ Participants and ~~FOTP Participants and graduates~~, with identified substance use disorder ~~problems~~ as measured by ~~retention and completion rates.~~

~~a.~~ Retention rates and Completion Rates.

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

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

~~2. Objective 2: CONTRACTOR shall obtain from eighty percent (80%) of Participants completed CESI at time of intake and the CEST shall be administered to Participants at midpoint and at completion receiving at a minimum, forty five (45) calendar days of treatment.~~

~~a. CONTRACTOR shall ensure that surveys are completed by designated Participants in a timely and accurate manner, including, but not limited to, ensuring that surveys contain Provider number, Participant identification (ID) number, responses to all psychosocial questions, responses for~~

~~other Participant and CONTRACTOR information, and that all fields are filled out and/or marked appropriately.~~

~~\_\_\_\_\_ b. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to ADMINISTRATOR, once a month, no later than the tenth (10th) business day of each month.~~

~~\_\_\_\_\_ c. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Participant files and/or in readily accessible and confidential central filing area for reference.~~

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

~~\_\_\_\_\_ 3. Objective 3:~~ b. Objective 2: CONTRACTOR shall implement a process improvement project as outlined in the NIATx model, targeting at least one of the following four (4) NIATx aims:

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

~~\_\_\_\_\_ 4. Objective 4: CONTRACTOR shall facilitate transition of participants from residential program to outpatient counseling.~~

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

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

~~\_\_\_\_\_ J. PROBATION GUIDELINES CONTRACTOR shall apply for and receive approval of the OCPD to provide Residential Recovery Treatment services. CONTRACTOR shall recognize the authority of Probation as officers of the Court, and shall extend cooperation to OCPD in accordance with the services provided through the Agreement.~~

~~\_\_\_\_\_ K. 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 that the facility is "smoke free" with designated areas outside the facility.~~

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

~~\_\_\_\_\_ 1. Sign in logs;~~



1 ~~2. Visitation hours; and~~  
 2 ~~3. Designated visiting areas at the facility.~~

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

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

9 ~~N. GOOD NEIGHBOR POLICY CONTRACTOR shall establish a Good Neighbor Policy, which~~  
 10 ~~shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to,~~  
 11 ~~staff training to respond to neighbor complaints, staff contact information to be made available to~~  
 12 ~~neighboring residents and complaint procedures.~~

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

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

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

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

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

23 ~~a. Token of each staff member who no longer supports the Agreement.~~  
 24 ~~b. Token of each staff member who no longer requires access to the HCA IRIS.~~  
 25 ~~c. Token of each staff member who leaves employment of CONTRACTOR.~~  
 26 ~~d. Tokens malfunctioning.~~

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

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

31 ~~PG. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~  
 32 ~~Services Paragraph paragraph of this Exhibit A to the Agreement.~~

### 34 **VIII. STAFFING STAFFING**

35 A. CONTRACTOR shall provide staffing levels and qualifications appropriate to meet the needs of  
 36 the Participants, including:

37 ~~1. All staff providing services shall be registered, licensed, and/or certified in accordance with~~

1 State requirements:

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

5 ~~3. Primary service delivery staff shall have no less than two (2) years of education, training~~  
6 ~~and/or work experience in the field of chemical dependency, as verified by job descriptions and resumes~~  
7 ~~of staff.~~

8 ~~4. All program staff having direct contact with Participants shall, within the first (1st) year of~~  
9 ~~employment, be trained in infectious disease recognition, crisis intervention and to recognize physical~~  
10 ~~and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall~~  
11 ~~develop a written plan and provide ongoing training in topics related to substance use on a yearly basis.~~  
12 ~~All staff training shall be documented and maintained as part of the training plan.~~

13 B. CONTRACTOR shall ~~ensure that administrative staffing is sufficient~~ include  
14 bilingual/bicultural services to support meet the performance needs of services pursuant the population to  
15 the be served under this Agreement. Whenever possible, bilingual/bicultural staff should be retained.

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

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

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

34 ~~E. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a~~  
35 ~~manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR~~  
36 ~~shall maintain documents of such efforts which may include; but not limited to; records of participation~~  
37 ~~in COUNTY sponsored or other applicable training; recruitment and hiring policies and procedures;~~

1 ~~copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken~~  
2 ~~to enhance accessibility for, and sensitivity to, individuals who are physically challenged.~~

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

13 ~~G.~~ F. STAFF/VOLUNTEER/INTERN SCREENING – CONTRACTOR shall provide pre-  
14 employment “live scan” screening of any staff person providing services pursuant to ~~the~~ this Agreement.  
15 All new staff, volunteers, and interns shall pass ~~an Orange County criminal justice~~ a one-time “live scan”  
16 finger printing background check ~~conducted by OCPD~~ prior to employment. All staff shall be subject to  
17 sanction screening as referenced in the Compliance paragraph on a ~~yearly~~ bi-annual basis. ~~Program~~  
18 ~~directors, managers and other supervisory staff will be requested to voluntarily submit to a more~~  
19 ~~extensive background check, including “live scan” fingerprinting.~~ All staff shall also be screened by  
20 Megan’s Law, OC Courts and OC Sheriff’s Department on an annual basis. The results of the  
21 fingerprint checks will be sent directly from the ~~State~~ Department of Justice to  
22 ~~Probation.~~ CONTRACTOR. Results must remain in staff file.

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

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

27 b. No person shall have been convicted of an arson offense – Violation of PC, ~~Sections~~  
28 sections 451, 451.1, 451.5, 452, ~~452.1~~ 45231, 453, 454, or 455;

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

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

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

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

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

//

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

G. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff training shall be documented and maintained as part of the training plan.

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

a. infectious disease recognition,

b. crisis intervention,

c. recognizing physical and psychiatric symptoms that require appropriate referrals to other agencies.

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

a. County Annual Provider Training

b. County Annual Compliance Training

c. Training on topics related to alcohol and drug use

d. Minimum one hour training in cultural competence

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

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

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EXHIBIT B  
AGREEMENT FOR PROVISION OF  
POST CUSTODY RE-ENTRY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UCNAME»  
JULY 1, 2016 THROUGH JUNE 30, 2018

**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 (the 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 the 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.

//

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

3 **B. DEFINITIONS**

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

### 33 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

37 //

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

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

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

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

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

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

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

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

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

37 //



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

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

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

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

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

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

37 //

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

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

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

9 **D. SECURITY RULE**

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

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

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

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

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

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

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

37 //

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

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

#### 7 E. DATA SECURITY REQUIREMENTS

##### 8 1. Personal Controls

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

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

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

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

##### 34 2. Technical Security Controls

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

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

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

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

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

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

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

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

1 1) Upper case letters (A-Z)

2 2) Lower case letters (a-z)

3 3) Arabic numerals (0-9)

4 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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

### 3 3. Audit Controls

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

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

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

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

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

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

### 30 5. Paper Document Controls

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

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

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

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

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

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

## 22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### 3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

### 28 H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C  
AGREEMENT FOR PROVISION OF  
POST CUSTODY RE-ENTRY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UCNAME»  
JULY 1, 2016 THROUGH JUNE 30, 2018

**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 IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI 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 with respect to health care providers participating in the program, and statutes or regulations that require

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the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

**B. TERMS OF AGREEMENT**

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

**2. Responsibilities of CONTRACTOR**

CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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