

~~CONTRACT FOR PROVISION OF~~
~~AMENDMENT NO. 5~~

ADOLESCENT RESIDENTIAL DRUG MEDI-CAL
AND
WITHDRAWAL MANAGEMENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER
JANUARY 7, 2022 THROUGH JUNE 30, ~~2024~~ 2026

THIS CONTRACT entered into this 7th 1st day of July ~~January~~ 2022~~24~~ (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER , a non-profit (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract 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 Adolescent Residential Drug Medi-Cal Withdrawal Management 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, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

WHEREAS, the Parties executed Contract No. MA-042-22010617 for the provision of Adolescent Residential Drug Medi-Cal and Withdrawal Management Services, effective January 7, 2022 through June 30, 2024, in an amount not to exceed \$2,500,000 (“Contract”);

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective March 28, 2022, to amend Paragraph IV., Paragraph XVI. and Paragraph XXII. of the Contract, to add Paragraph XXXIV. to the Contract, and to replace Exhibit A with Exhibit A-1 and Exhibit B with Exhibit B-1;

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective November 15, 2022, to amend Paragraph XVI., Exhibit A-1 and Exhibit B-1, of the Contract;

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract, effective September 1, 2023, to amend Paragraph XVI., Paragraph XX and Exhibit A-1 of the Contract and to add Paragraph

1 XXXV. and Paragraph XXXVI. to the Contract;

2 WHEREAS, the Parties executed Amendment No. 4 to amend the Contract, effective February
 3 6, 2024, to amend Paragraph XIV., Exhibit A-1 and Exhibit B-1 of the Contract and to add Paragraph
 4 XXXVII. and Paragraph XXXVIII. to the Contract;

5 WHEREAS, the Parties now desire to enter in this Amendment No. 5 to amend Paragraph VII.
 6 and to renew the Contract for two years for County to continue receiving and Contractor to continue
 7 providing the services set forth in the Contract;

8
 9 //
 10 //
 11 //
 12 //
 13 //
 14 //
 15 //
 16 //
 17 //
 18 //

19 **TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	6
II. Alteration of Terms	8
III. <u>Amount Not to Exceed</u>	<u>8</u>
IV. Assignment of Debts.....	8
V. Compliance	8
VI. Confidentiality.....	13
VII. Conflict of Interest	14
VIII. Cost Report.....	14
IX. Debarment and Suspension Certification.....	16
X. Delegation, Assignment and Subcontracts.....	17
XI. Dispute Resolution	19
XII. Employee Eligibility Verification	19
XIII. Equipment	20
XIV. Facilities, Payments and Services.....	21

1 XV. Indemnification and Insurance 21
 2 XVI. Inspections and Audits 29
 3 XVII. Licenses and Laws 31
 4 XVIII. Literature, Advertisements and Social Media 39
 5 ~~XIX. Maximum Obligation 40~~
 6 XX. Minimum Wage Laws 40
 7 XXI. Nondiscrimination 40
 8 XXII. Notices 43
 9 XXIII. Notification of Death 43
 10 XXIV. Notification of Public Events and Meetings 44
 11 XXV. Records Management and Maintenance 44
 12 XXVI. Research and Publication 46
 13 XXVII. Revenue 46
 14 XXVIII. Severability 47
 15 XXIX. Special Provisions 47
 16 XXX. Status of Contractor 48
 17 XXXI. Term 48
 18 XXXII. Termination 49
 19 XXXIII. Third-Party Beneficiary 51

TABLE OF CONTENTS

20 **PARAGRAPH** **PAGE**
 21 XXXIV. Waiver of Default or Breach 51
 22 XXXV. Beneficiaries’ Rights
 23 XXXVI. Participation of County Behavioral Health Director’s Association of California 51
 24 XXXVII. Health Insurance Portability and Accountability Act (HIPAA) of 1996 52
 25 XXXVIII. Intravenous Drug Use (IVUD) Treatment
 26 XXXIX. Youth Treatment Guidelines
 27 Signature Page 53

EXHIBIT A - ADOLESCENT RESIDENTIAL DRUG MEDI-CAL

30 I. Common Terms and Definitions 1
 31 II. Payments 8
 32 III. Records 12
 33 IV. Reports 13
 34 V. Services 15
 35 VI. Staffing 32
 36
 37

EXHIBIT B - WITHDRAWAL MANAGEMENT SERVICES

1		
2	I. Common Terms and Definitions	1
3	II. Payments	3
4	III. Records	6
5	IV. Reports.....	7
6	V. Services	9
7	VI. Staffing	21

EXHIBIT C

8		
9		
10	I. Business Associate Contract.....	1

EXHIBIT D

11		
12		
13	I. Personal Information Privacy and Security Contract.....	1

EXHIBIT E

14		
15		
16	I. Good Neighbor Policy	1

17 //

18 //

19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

1 **REFERENCED CONTRACT PROVISIONS**

2
3 **Term:** January 7, 2022 through June 30, 2024

4 Period One means the period from January 7, 2022 through June 30, 2022

5 Period Two means the period from July 1, 2022 through June 30, 2023

6 Period Three means the period from July 1, 2023 through June 30, 2024

7
8 **Maximum Obligation:**

9 Period One Maximum Obligation: \$ 500,000

10 Period Two Maximum Obligation: 1,000,000

11 Period Three Maximum Obligation: 1,000,000

12 TOTAL MAXIMUM OBLIGATION: \$ 2,500,000

13
14 **Basis for Reimbursement:** Fee For Service

15 **Payment Method:** Actual Cost

16
17
18 **CONTRACTOR DUNS Number:** 03-111-9462

19
20 **CONTRACTOR TAX ID Number:** 30-0421837

21
22 **Notices to COUNTY and CONTRACTOR:**

23
24 **COUNTY:** County of Orange
25 Health Care Agency
26 Procurement & Contract Services
27 405 West 5th Street, Suite 600
28 Santa Ana, CA 92701-4637

29
30 **CONTRACTOR:** Laurie L. Burns, Executive Director
31 THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER
32 20302 Flanagan Road
33 Trabuco Canyon 92679
34 lauri@theteenproject.com

35 //

36 //

37 //

1 **Federal Grant Funding:**

2	3	4	5	6	7	8	9
<u>CFDA</u>	<u>FAIN#</u>	<u>Progra</u> <u>m/</u> <u>Service</u> <u>Title</u>	<u>Federal</u> <u>Funding</u> <u>Agency</u>	<u>Federal</u> <u>Award</u> <u>Date</u>	<u>Federal</u> <u>Award</u> <u>Indirect</u> <u>Rate</u>	<u>Amount</u>	<u>R&D</u> <u>Award</u> <u>(Y/N)</u>
7	93.959	TI0062- 20	SABG SAMHSA	7/1/2021 - 6/30/2022	24.22%	\$19,276,499	N/A

9 **I. ACRONYMS**

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

- 12 A. AES Advanced Encryption Standard
13 B. AOD Alcohol and Other Drug
14 C. ARRA American Recovery and Reinvestment Act
15 D. ASAM American Society of Addiction Medicine
16 E. ASRS Alcohol and Drug Programs Reporting System
17 F. BCP Business Continuity Plan
18 G. CalOMS California Outcomes Measurement System
19 H. CAP Corrective Action Plan
20 I. CCC California Civil Code
21 J. CCR California Code of Regulations
22 K. CD/DVD Compact Disc/Digital Video or Versatile Disc
23 L. CEO County Executive Office
24 M. CESI Client Evaluation of Self at Intake
25 N. CEST Client Evaluation of Self and Treatment
26 O. CHHS California Health and Human Services Agency
27 P. CFR Code of Federal Regulations
28 Q. CHPP COUNTY HIPAA Policies and Procedures
29 R. CHS Correctional Health Services
30 S. CIPA California Information Practices Act
31 T. CMPPA Computer Matching and Privacy Protection Act
32 U. COI Certificate of Insurance
33 V. CSU Crisis Stabilization Unit
34 W. DATAR Drug Abuse Treatment Access Report
35 X. DHCS Department of Health Care Services
36 Y. D/MC Drug/Medi-Cal
37 Z. DMC ODS Drug Medi-Cal Organized Delivery System

1	AA. DoD	US Department of Defense
2	AB. DPFS	Drug Program Fiscal Systems
3	AC. DRP	Disaster Recovery Plan
4	AD. DRS	Designated Record Set
5	AE. DSM–5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition
6	AF. DSS	Department of Social Services
7	AG. EBPs	Evidenced Based Treatment Practices
8	AH. EHR	Electronic Health Records
9	AI. ePHI	Electronic Protected Health Information
10	AJ. EPSDT	Early Periodic Screening, Diagnostic and Treatment
11	AK. FIPS	Federal Information Processing Standards
12	AL. FTE	Full Time Equivalent
13	AM. GAAP	Generally Accepted Accounting Principles
14	AN. HCA	Health Care Agency
15	AO. HHS	Health and Human Services
16	AP. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
17		Law 104–191
18	AQ. HITECH Act	The Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111–005
20	AR. HSC	California Health and Safety Code
21	AS. ID	Identification
22	AT. IEA	Information Exchange Agreement
23	AU. IRIS	Integrated Records and Information System
24	AV. ISO	Insurance Services Office
25	AW. LPHA	Licensed Practitioner of the Healing Arts
26	AX. MAT	Medication Assisted Treatment
27	AY. NIST	National Institute of Standards and Technology
28	AZ. NPI	National Provider Identifier
29	BA. NPPES	National Plan and Provider Enumeration System
30	BB. OCPD	Orange County Probation Department
31	BC. OCR	Office for Civil Rights
32	BD. OIG	Office of Inspector General
33	BE. OMB	Office of Management and Budget
34	BF. OPM	Federal Office of Personnel Management
35	BG. P&P	Policy and Procedure
36	BH. PA DSS	Payment Application Data Security Standard
37	BI. PC	State of California Penal Code

1	BJ. PCI DSS	Payment Card Industry Data Security Standard
2	BK. PHI	Protected Health Information
3	BL. PII	Personally Identifiable Information
4	BM. PI	Personal Information
5	BN. RPC	Residential Placement Coordinator
6	BO. RTS	Residential Treatment Services
7	BP. SIR	Self-Insured Retention
8	BQ. SMA	Statewide Maximum Allowance
9	BR. STC	Special Terms and Conditions
10	BS. SUD	Substance Use Disorder
11	BT. TB	Tuberculosis
12	BU. UMDAP	Uniform method of Determining Ability to Pay
13	BV. USC	United States Code

II. ALTERATION OF TERMS

16 A. This Contract together with Exhibits A, B, C, D and E attached hereto and incorporated herein,
 17 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
 18 subject matter of this Contract.

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

37 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and

1 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
2 General Compliance and Annual Provider Trainings.

3 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
4 compliance program, code of conduct and any compliance related policies and procedures.
5 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
6 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
7 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
8 this Contract. These elements include:

- 9 a. Designation of a Compliance Officer and/or compliance staff.
- 10 b. Written standards, policies and/or procedures.
- 11 c. Compliance related training and/or education program and proof of completion.
- 12 d. Communication methods for reporting concerns to the Compliance Officer.
- 13 e. Methodology for conducting internal monitoring and auditing.
- 14 f. Methodology for detecting and correcting offenses.
- 15 g. Methodology/Procedure for enforcing disciplinary standards.

16 3. If CONTRACTOR does not provide proof of its own compliance program to
17 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
18 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
19 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR
20 will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
21 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
22 ADMINISTRATOR's annual compliance training to ensure proper compliance.

23 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
24 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
25 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
26 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
27 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
28 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
29 proposed compliance program and code of conduct contain all required elements to the
30 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
31 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
32 CONTRACTOR shall revise its compliance program and code of conduct to meet
33 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
34 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

35 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
36 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
37 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals

1 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related
2 policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

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

10 ~~—— 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,~~
11 ~~interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items~~
12 ~~or services or who perform billing or coding functions on behalf of ADMINISTRATOR.~~
13 ~~CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of~~
14 ~~ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or~~
15 ~~CONTRACTOR's own compliance program, code of conduct and related policies and procedures if~~
16 ~~CONTRACTOR has elected to use its own).~~

17 ~~—— 2. An Ineligible Person shall be any individual or entity who:~~

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

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

23 ~~—— 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.~~
24 ~~CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this~~
25 ~~Contract.~~

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

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

37 ~~—— 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing~~

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

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

B. SANCTION SCREENING – CONTRACTOR must screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening must be conducted against the Social Security Administration’s Death Master File at the date of employment. Screening must be conducted monthly against the General Services Administration’s Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, and/or any other list or system as identified by ADMINISTRATOR

C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

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

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

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 2 Individuals relative to this Contract. This includes compliance with federal and state healthcare
 3 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
 4 including the Centers for Medicare and Medicaid Services or their agents.

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

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

8 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
 9 provide copies of the certifications upon request.

10 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
 11 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a
 12 group setting while CONTRACTOR shall retain the certifications. Upon written request by
 13 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

14 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

31 ~~6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and~~
 32 ~~participate in the quality improvement activities developed in the implementation of the Quality~~
 33 ~~Management Program.~~

34 6. CONTRACTOR shall meet the HCA Quality Assessment and Performance Improvement Standards
 35 established by Authority and Quality Improvement Services (AQIS) and participate in the quality
 36 improvement activities developed in the implementation of the DMC-ODS Quality Management
 37 Program. CONTRACTOR shall establish an internal Quality Management program and appoint

1 designated Quality Improvement (QI) staff consisting of at least one dedicated QI
 2 coordinator/professional to participate in QI activities with ADMINISTRATOR and to ensure service
 3 delivery and support program staff implement QI initiatives and requirements appropriately at the
 4 program site.

5 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
 6 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
 7 Competency Plan and submit the updates to the State for review and approval annually.
 8 (CCR, Title 9, §1810.410.subds.(c)-(d).

9 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
 10 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
 11 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
 12 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
 13 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of
 14 such default.

15 **V. CONFIDENTIALITY**

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

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

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

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

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

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

6 **VI. CONFLICT OF INTEREST**

7 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
8 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
9 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
10 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be
11 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
12 providing or offering gifts, entertainment, payments, loans or other considerations which could be
13 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
14 their duties.

16 **VII. COST REPORT**

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

31 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report for each Period, or
32 for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for
33 which they are prepared or termination of this Contract. CONTRACTOR shall prepare the individual
34 and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY
35 requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall
36 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in
37 accordance with such requirements and consistent with prudent business practice, which costs and

1 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
2 any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple
3 contracts for mental health services that are administered by HCA, consolidation of the individual Cost
4 Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.
5 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business
6 days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a
7 consolidated Cost Report.

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

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

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

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

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

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

32 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
33 less applicable revenues and any late penalty, not to exceed the negotiated rate as specified in the
34 Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable
35 pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment
36 made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
37 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or

1 other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or
2 COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
3 reimbursement due COUNTY.

4 D. Costs of Medi-Cal services shall not exceed the negotiated rate as specified in this Contract.

5 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
6 this Contract, less applicable revenues and any late penalty, are higher than the aggregate of interim
7 monthly payments to CONTRACTOR, then COUNTY shall pay CONTRACTOR the difference,
8 provided such payment does not exceed the COUNTY's Total Maximum Obligation and separate non-
9 Medi-Cal Maximum Obligation and Medi-Cal Maximum Obligation.

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

12
13 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
14 supporting documentation prepared by _____ for the cost report period
15 beginning _____ and ending _____ and that, to the best of my
16 knowledge and belief, costs reimbursed through this Contract are reasonable and
17 allowable and directly or indirectly related to the services provided and that this Cost
18 Report is a true, correct, and complete statement from the books and records of
19 (provider name) in accordance with applicable instructions, except as noted. I also
20 hereby certify that I have the authority to execute the accompanying Cost Report.

21
22 Signed _____
23 Name _____
24 Title _____
25 Date _____"

26
27 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

28 A. CONTRACTOR certifies that it and its principals:

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

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

37 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,

1 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
2 above.

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

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

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

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

15 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

16 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
17 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
18 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
19 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
20 Any attempted assignment or delegation in derogation of this paragraph shall be void.
21

22 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
23 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
24 new owners shall be required under the terms of sale or other instruments of transfer to assume
25 CONTRACTOR's duties and obligations contained in this Contract and complete them to the
26 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
27 part, without the prior written consent of COUNTY.

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

34 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
35 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
36 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
37 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR

1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
2 delegation in derogation of this subparagraph shall be void.

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

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

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

16 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
17 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
18 COUNTY for the provision of services under the Contract.

19 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by
20 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,
21 meet the requirements of this Contract as they relate to the service or activity under subcontract, include
22 any provisions that ADMINISTRATOR may require, and are authorized in writing by
23 ADMINISTRATOR prior to the beginning of service delivery.

24 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
25 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
26 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
27 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

35 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
36 status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR
37 is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation

1 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance
 2 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County
 3 that may arise prior to or during the period of Contract performance. While CONTRACTOR will be
 4 required to provide this information without prompting from COUNTY any time there is a change in
 5 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
 6 update to COUNTY of its status in these areas whenever requested by COUNTY.

7 8 **X. DISPUTE RESOLUTION**

9 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
 10 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
 11 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
 12 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

13 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
 14 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
 15 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
 16 decision.

17 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 18 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
 19 a written statement signed by an authorized representative indicating that the demand is made in good
 20 faith, that the supporting data are accurate and complete, and that the amount requested accurately
 21 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

22 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
 23 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
 24 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
 25 diligently shall be considered a material breach of this Contract.

26 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
 27 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a
 28 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
 29 a final decision adverse to CONTRACTOR's contentions.

30 D. This Contract has been negotiated and executed in the State of California and shall be governed
 31 by and construed under the laws of the State of California. In the event of any legal action to enforce or
 32 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
 33 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
 34 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
 35 agree to waive any and all rights to request that an action be transferred for adjudication to another
 36 county.

37 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

10 **XII. EQUIPMENT**

11
 12 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 13 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 14 ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively
 15 Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
 16 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
 17 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
 18 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
 19 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
 20 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 21 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
 22 according to GAAP.

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

27 //

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

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

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

1 any.

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

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

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

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

15 16 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

22 23 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

13 ~~D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand~~
 14 ~~dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of~~
 15 ~~CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,~~
 16 ~~CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this~~
 17 ~~Contract, agrees to all of the following:~~

18 ~~1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all~~
 19 ~~liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or~~
 20 ~~subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole~~
 21 ~~cost and expense with counsel approved by Board of Supervisors against same; and~~

22 ~~2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any~~
 23 ~~duty to indemnify or hold harmless; and~~

24 ~~3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to~~
 25 ~~which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be~~
 26 ~~interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.~~

27 ~~#~~

28 ~~E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of~~
 29 ~~this Contract, the COUNTY may terminate this Contract.~~

30 ~~F. QUALIFIED INSURER~~

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

36 ~~2. If the insurance carrier does not have an A.M. Best Rating of A /VIII, the CEO/Office of~~
 37 ~~Risk Management retains the right to approve or reject a carrier after a review of the company's~~

1 performance and financial ratings.

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

4	5 <u>Coverage</u>	6 <u>Minimum Limits</u>
7	Commercial General Liability	\$1,000,000 per occurrence
8		\$2,000,000 aggregate
9		
10	Automobile Liability including coverage	\$1,000,000 per occurrence
11		
12	Workers' Compensation	Statutory
13		
14	Employers' Liability Insurance	\$1,000,000 per occurrence
15		
16	Network Security & Privacy Liability	\$1,000,000 per claims made
17		
18	Professional Liability Insurance	\$1,000,000 per claims made
19		\$1,000,000 aggregate
20	Sexual Misconduct Liability	\$1,000,000 per occurrence
21		
22	Employee Dishonesty	\$1,000,000 per occurrence
23		

24 ~~H. REQUIRED COVERAGE FORMS~~

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

27 ~~#~~

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

30 ~~I. REQUIRED ENDORSEMENTS~~

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

33 ~~a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least~~
 34 ~~as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*~~
 35 ~~*employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**~~
 36 ~~**WRITTEN AGREEMENT.**~~

37 ~~b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at~~

1 ~~least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-~~
 2 ~~insurance maintained by the County of Orange shall be excess and non-contributing.~~

3 ~~— J. All insurance policies required by this Contract shall waive all rights of subrogation against the~~
 4 ~~County of Orange, its elected and appointed officials, officers, agents and employees when acting within~~
 5 ~~the scope of their appointment or employment.~~

6 ~~— K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving~~
 7 ~~all rights of subrogation against the County of Orange, its elected and appointed officials,~~
 8 ~~officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY~~
 9 ~~WRITTEN AGREEMENT.~~

10 ~~— L. All insurance policies required by this Contract shall waive all rights of subrogation against the~~
 11 ~~County of Orange, its elected and appointed officials, officers, agents and employees when acting within~~
 12 ~~the scope of their appointment or employment.~~

13 ~~— M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss~~
 14 ~~Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the~~
 15 ~~Certificate of Insurance. [Only include this provision when Employee Dishonesty Insurance is~~
 16 ~~required]). This is primarily used if an "advance" payment is given to the provider. This does not~~
 17 ~~apply to provisional payments which are then reconciled to actual costs in the following month]~~

18 ~~— N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy~~
 19 ~~cancellation and within ten (10) days for non-payment of premium and provide a copy of the~~
 20 ~~cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a~~
 21 ~~breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate~~
 22 ~~this Contract.~~

23 ~~— O. If CONTRACTOR's Professional Liability, and/or Network Security & Privacy Liability are~~
 24 ~~"Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following~~
 25 ~~the completion of the Contract.~~

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

28 ~~— Q. Insurance certificates should be forwarded to the agency/department address listed on the~~
 29 ~~solicitation.~~

30 ~~— R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)~~
 31 ~~days of notification by CEO/Purchasing or the agency/department purchasing division, award may be~~
 32 ~~made to the next qualified vendor.~~

33 ~~— S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease~~
 34 ~~insurance of any of the above insurance types throughout the term of this Contract. Any increase or~~
 35 ~~decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to~~
 36 ~~adequately protect COUNTY.~~

37 ~~— T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If~~

~~CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.~~

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

~~V. SUBMISSION OF INSURANCE DOCUMENTS~~

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

~~a. Prior to the start date of this Contract.~~

~~b. No later than the expiration date for each policy.~~

~~c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.~~

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

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

~~a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.~~

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

~~#~~

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

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

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services,

1 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
 2 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 3 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY
 4 agree that liability will be apportioned as determined by the court. Neither Party shall request a jury
 5 apportionment.

6 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all
 7 required insurance at CONTRACTOR's expense, including all endorsements required herein,
 8 necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
 9 CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance,
 10 and endorsements to COUNTY during the entire term of this Contract.

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

20 D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any
 21 SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by
 22 COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial
 23 reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify
 24 COUNTY for any and all claims resulting or arising from CONTRACTOR'S services in accordance with
 25 the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR,
 26 in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of
 27 the following:

28 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all
 29 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
 30 subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost
 31 and expense with counsel approved by Board of Supervisors against same; and

32 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of
 33 any duty to indemnify or hold harmless; and

34 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
 35 which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted
 36 as though CONTRACTOR was an insurer and COUNTY was the insured.

37 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this

Contract, COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made
	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

1 I. REQUIRED ENDORSEMENTS

2 1. The Commercial General Liability policy shall contain the following endorsements, which
3 shall accompany the Certificate of Insurance:

4 a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least
5 as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and***
6 ***employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***
7 ***WRITTEN CONTRACT.***

8 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
9 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-
10 insurance maintained by the County of Orange shall be excess and non-contributing.

11 2. The Network Security and Privacy Liability policy shall contain the following endorsements
12 which shall accompany the Certificate of Insurance:

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

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

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

21 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
22 all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers,***
23 ***agents and employees***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***
24 ***CONTRACT.***

25 L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any
26 policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is
27 due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to
28 provide written notice of cancellation may constitute a material breach of the Contract, upon which
29 COUNTY may suspend or terminate this Contract.

30 M. If CONTRACTOR's Professional Liability, Sexual Misconduct, Technology Errors & Omissions
31 and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), CONTRACTOR shall agree
32 to the following:

33 1. The retroactive date must be shown and must be before the date of the Contract or the
34 beginning of the contract services.

35 2. Insurance must be maintained, and evidence of insurance must be provided for at least
36 three (3) years after expiration or earlier termination of the Contract.

37 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy

1 form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must
 2 purchase an extended reporting period for a minimum of three (3) years after expiration of earlier
 3 termination of the Contract.

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

6 O. Insurance certificates should be forwarded to the department address specified in the
 7 Referenced Contract Provisions of this Contract.

8 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
 9 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation
 10 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

15 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 16 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY
 17 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may
 18 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
 19 remedies.

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

23 24 **XV. INSPECTIONS AND AUDITS**

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

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

1 | evaluation or monitoring.

2 | C. AUDIT RESPONSE

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

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

15 | D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an
16 | annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under
17 | 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
18 | Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within
19 | fourteen (14) calendar days of receipt.

20 | E. ADMINISTRATOR shall inform providers and CONTRACTOR, at the time they enter into a
21 | contract, of the following:

22 | 1. Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in
23 | 42 C.F.R. 438.400 through 42 C.F.R. 438.424.

24 | 2. The beneficiary's right to file grievances and appeals and the requirements and timeframes
25 | for filing.

26 | 3. The availability of assistance to the beneficiary with filing grievances and appeals.

27 | 4. The beneficiary's right to request continuation of benefits that the ADMINISTRATOR
28 | seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable
29 | timeframes, although the beneficiary may be liable for the cost of any continued benefits while the
30 | appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

31 | 5. The conduction of random reviews to ensure beneficiaries are being notified in a timely
32 | manner.

33 | F. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records,
34 | documents, contracts, computers, or other electronic systems pertaining to Medi-Cal/Drug Medi-Cal
35 | enrollees, Medi-Cal/Drug Medi-Cal-related activities, services and activities furnished under the terms
36 | of the Contract or determinations of amounts payable available at any time for inspection, examination
37 | of copying by the State, CMS, HHS Inspector General, the United States Comptroller General, their

1 designees, and other authorized federal and state agencies. (42 CFR §438.3(h)) This audit right will
 2 exist for ten (10) years from the final date of the contract period or from the date of completion of any
 3 audit, whichever is later. (42 CFR §438.230(c)(3)(iii).) The State, CMS, or the HHS Inspector General
 4 may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of
 5 fraud or similar risk, then. (42 CFR §438.230(c)(3)(iv).)

6 7 **XVI. LICENSES AND LAWS**

8 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 9 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
 10 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
 11 regulations and requirements of the United States, the State of California, COUNTY, and all other
 12 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
 13 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
 14 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
 15 cause for termination of this Contract. In addition, all treatment providers will be certified by the State
 16 Department of Health Care Services as a Drug Medi-Cal provider and must meet any additional
 17 requirements established by COUNTY as part of this certification

18 ~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

19 ~~1. CONTRACTOR certifies it is in full compliance with all applicable federal and State~~
 20 ~~reporting requirements regarding its employees and with all lawfully served Wage and Earnings~~
 21 ~~Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the~~
 22 ~~term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of~~
 23 ~~the Contract and failure to cure such breach within sixty (60) calendar days of notice from the~~
 24 ~~COUNTY shall constitute grounds for termination of the Contract.~~

25 ~~2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days~~
 26 ~~of the award of this Contract:~~

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

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

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

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

- 1 ~~1. ARRA of 2009.~~
- 2 ~~2. Trafficking Victims Protection Act of 2000.~~
- 3 ~~3. CCC §§56 through 56.37, Confidentiality of Medical Information.~~
- 4 ~~4. CCC §§1798.80 through 1798.84, Customer Records.~~
- 5 ~~5. CCC §1798.85, Confidentiality of Social Security Numbers.~~
- 6 ~~6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social~~
- 7 ~~Security.~~
- 8 ~~7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse~~
- 9 ~~Master Plans.~~
- 10 ~~8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.~~
- 11 ~~9. HSC, §11876, Narcotic Treatment Programs.~~
- 12 ~~10. HSC, §§123110 through 123149.5, Patient Access to Health Records.~~
- 13 ~~11. Code of Federal Regulations, Title 42, Public Health.~~
- 14 ~~12. 2 CFR 230, Cost Principles for Nonprofit Organizations.~~
- 15 ~~13. 2 CFR 376, Nonprocurement, Debarment and Suspension.~~
- 16 ~~14. 41 CFR 50, Public Contracts and Property Management.~~
- 17 ~~15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
- 18 ~~16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse~~
- 19 ~~prevention and treatment block grants and/or projects for assistance in transition from homelessness~~
- 20 ~~grants.~~
- 21 ~~17. 45 CFR 93, New Restrictions on Lobbying.~~
- 22 ~~18. 45 CFR 96.127, Requirements regarding Tuberculosis.~~
- 23 ~~19. 45 CFR 96.132, Additional Agreements.~~
- 24 ~~20. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
- 25 ~~21. 45 CFR 160, General Administrative Requirements.~~
- 26 ~~22. 45 CFR 162, Administrative Requirements.~~
- 27 ~~23. 45 CFR 164, Security and Privacy.~~
- 28 ~~24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~
- 29 ~~25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.~~
- 30 ~~26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal~~
- 31 ~~Contracting and Financial Transactions.~~
- 32 ~~27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;~~
- 33 ~~National Institute on Drug Abuse.~~
- 34 ~~28. 42 USC §§290aa through 290kk 3, Substance Abuse and Mental Health Services~~
- 35 ~~Administration.~~
- 36 ~~29. 42 USC §290dd-2, Confidentiality of Records.~~
- 37 ~~30. 42 USC §1320(a), Uniform reporting systems for health services facilities and~~

1 | ~~organizations:~~

2 | ~~31. 42 USC §§1320d through 1320d-9, Administrative Simplification.~~

3 | ~~32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.~~

4 | ~~33. 42 USC §6101 et seq., Age Discrimination Act of 1975.~~

5 | ~~34. 42 USC §2000d, Civil Rights Act of 1964.~~

6 | ~~35. 31 USC 7501—7507, as well as its implementing regulations under 2 CFR Part 200,~~
 7 | ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards~~

8 | ~~36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),~~
 9 | ~~Grants Policy Statement (10/13).~~

10 | ~~37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-~~
 11 | ~~Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.~~

12 | ~~38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide~~
 13 | ~~Manual.~~

14 | ~~39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug~~
 15 | ~~Program Certification Standards, March 2004.~~

16 | ~~40. CCR Title 22, §§70751(e), 71551(e), 73543(a), 74731(d), 75055(a), 75343(a), and~~
 17 | ~~77143(a).~~

18 | ~~41. State of California, Department of Health Care Services ASRS Manual.~~

19 | ~~42. State of California, Department of Health Care Services DPFS Manual.~~

20 | ~~43. HSC §123145.~~

21 | ~~44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

22 | ~~45. D/MC Certification Standards for Substance Abuse Clinics, July 2004.~~

23 | ~~46. D/MC Billing Manual (March 23, 2010).~~

24 | ~~47. Federal Medicare Cost reimbursement principles and cost reporting standards.~~

25 | ~~48. State of California Health and Human Services Agency, Department of Health Care~~
 26 | ~~Services, MHSD, Medi-Cal Billing Manual, October 2013.~~

27 | ~~49. Orange County Medi-Cal Mental Health Managed Care Plan.~~

28 | ~~50. California Bridge to Health Reform DMC-ODS Waiver, Standard Terms and Conditions,~~
 29 | ~~August 2015~~

30 | ~~51. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.~~

31 | ~~52. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E).~~

32 | ~~53. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C).~~

33 | ~~54. Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);~~

34 | ~~55. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.;~~

35 | ~~56. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.~~

36 | ~~57. Title 9, CCR, Section 1810.435.~~

37 | ~~58. Title 9, CCR, Section 1840.105.~~

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

4 ~~1. ARRA of 2009.~~

5 ~~2. Trafficking Victims Protection Act of 2000.~~

6 ~~3. CCC §§56 through 56.37, Confidentiality of Medical Information.~~

7 ~~4. CCC §§1798.80 through 1798.84, Customer Records.~~

8 ~~5. CCC §1798.85, Confidentiality of Social Security Numbers.~~

9 ~~6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22~~

10 ~~Social Security.~~

11 ~~7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse~~

12 ~~Master Plans.~~

13 ~~8. HSC, §§123110 through 123149.5, Patient Access to Health Records.~~

14 ~~9. Code of Federal Regulations, Title 42, Public Health.~~

15 ~~10. 2 CFR 230, Cost Principles for Nonprofit Organizations.~~

16 ~~11. 2 CFR 376, Nonprocurement, Debarment and Suspension.~~

17 ~~12. 41 CFR 50, Public Contracts and Property Management.~~

18 ~~13. 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~

19 ~~14. 42 CFR 54, Charitable choice regulations applicable to states receiving substance~~
 20 ~~abuse prevention and treatment block grants and/or projects for assistance in transition from~~
 21 ~~homelessness grants.~~

22 ~~15. 45 CFR 93, New Restrictions on Lobbying.~~

23 ~~16. 45 CFR 96.127, Requirements regarding Tuberculosis.~~

24 ~~17. 45 CFR 96.132, Additional Agreements.~~

25 ~~18. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~

26 ~~19. 45 CFR 160, General Administrative Requirements.~~

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

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

29 ~~22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~

30 ~~23. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.~~

31 ~~24. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal~~

32 ~~Contracting and Financial Transactions.~~

33 ~~25. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism.~~

34 ~~26. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services~~

35 ~~Administration.~~

36 ~~27. 42 USC §290dd-2, Confidentiality of Records.~~

37 ~~28. 42 USC §1320(a), Uniform reporting systems for health services facilities and~~

1 | ~~organizations.~~

2 | ~~29. 42 USC §§1320d through 1320d-9, Administrative Simplification.~~

3 | ~~30. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.~~

4 | ~~31. 42 USC §6101 et seq., Age Discrimination Act of 1975.~~

5 | ~~32. 42 USC §2000d, Civil Rights Act of 1964.~~

6 | ~~33. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,~~
 7 | ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards~~

8 | ~~34. U.S. Department of Health and Human Services, National Institutes of Health (NIH),~~
 9 | ~~Grants Policy Statement (10/13).~~

10 | ~~35. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-~~
 11 | ~~Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.~~

12 | ~~36. State of California, Department of Health Care Services (DHCS), Alcohol and/or Other~~
 13 | ~~Drug Program Certification Standards, December 2020.~~

14 | ~~37. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and~~
 15 | ~~77143(a).~~

16 | ~~38. State of California, Department of Health Care Services ASRS Manual.~~

17 | ~~39. State of California, Department of Health Care Services DPFS Manual.~~

18 | ~~40. HSC §123145.~~

19 | ~~41. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).~~

20 | ~~42. 5 USC §7321 – §7326, Political Activities (Hatch Act)~~

21 | ~~43. DMC Certification Title 22, California Code of Regulations (CCR).~~

22 | ~~44. DMC Billing Manual April 2019.~~

23 | ~~45. Federal Medicare Cost reimbursement principles and cost reporting standards.~~

24 | ~~46. Orange County Drug Medi-Cal Organized Delivery System Managed Care Plan~~

25 | ~~47. California Bridge to Health Reform DMC-ODS Waiver, Standard Terms and~~
 26 | ~~Conditions, August 2015, and subsequent versions.~~

27 | ~~48. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.~~

28 | ~~49. California Code of Regulations (CCR), Title 22, Section 51341.1; 51490.1; 51516.1~~
 29 | ~~and the Drug Medi-Cal Certification Standards for Substance Abuse Clinics.~~

30 | ~~50. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1.~~

31 | ~~51. Standards for Drug Treatment Programs (October 21, 1981).~~

32 | ~~52. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.~~

33 | ~~53. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.~~

34 | ~~54. Title 9, CCR, Section 1810.435.~~

35 | ~~55. Title 9, CCR, Section 1840.105.~~

36 | ~~56. Title 22, CCR, §51009, Confidentiality of Records.~~

37 | ~~California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.~~

1 //

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

- 5 1. ARRA of 2009.
- 6 2. Trafficking Victims Protection Act of 2000.
- 7 3. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 8 4. CCC §§1798.80 through 1798.84, Customer Records.
- 9 5. CCC §1798.85, Confidentiality of Social Security Numbers.
- 10 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
 11 Security.
- 12 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
 13 Master Plans.
- 14 8. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 15 9. Code of Federal Regulations, Title 42, Public Health.
- 16 10. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 17 11. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 18 12. 41 CFR 50, Public Contracts and Property Management.
- 19 13. 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 20 14. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
 21 prevention and treatment block grants and/or projects for assistance in transition from homelessness
 22 grants.
- 23 15. 45 CFR 93, New Restrictions on Lobbying.
- 24 16. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 25 17. 45 CFR 96.132, Additional Agreements.
- 26 18. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 27 19. 45 CFR 160, General Administrative Requirements.
- 28 20. 45 CFR 162, Administrative Requirements.
- 29 21. 45 CFR 164, Security and Privacy.
- 30 22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 31 23. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 32 24. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
 33 Contracting and Financial Transactions.
- 34 25. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism.
- 35 26. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
 36 Administration.
- 37 27. 42 USC §290dd-2, Confidentiality of Records.

1 //

2 28. 42 USC §1320(a), Uniform reporting systems for health services facilities and
3 organizations.

4 29. 42 USC §§1320d through 1320d-9, Administrative Simplification.

5 30. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.

6 31. 42 USC §6101 et seq., Age Discrimination Act of 1975.

7 32. 42 USC §2000d, Civil Rights Act of 1964.

8 33. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
9 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

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

14 36. State of California, Department of Health Care Services (DHCS), Alcohol and/or Other
15 Drug Program Certification Standards, December 2020.

16 37. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and
17 77143(a).

18 38. State of California, Department of Health Care Services ASRS Manual.

19 39. State of California, Department of Health Care Services DPFS Manual.

20 40. HSC §123145.

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

22 42. 5 USC §7321 – §7326, Political Activities (Hatch Act)

23 43. DMC Certification Title 22, California Code of Regulations (CCR).

24 44. DMC Billing Manual April 2019.

25 45. Federal Medicare Cost reimbursement principles and cost reporting standards.

26 46. Orange County Drug Medi-Cal Organized Delivery System Managed Care Plan

27 47. California Bridge to Health Reform DMC-ODS Waiver, Standard Terms and Conditions,
28 August 2015, and subsequent versions.

29 48. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.

30 49. California Code of Regulations (CCR), Title 22, Section 51341.1; 51490.1; 51516.1 and the
31 Drug Medi-Cal Certification Standards for Substance Abuse Clinics.

32 50. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1.

33 51. Standards for Drug Treatment Programs (October 21, 1981).

34 52. Title 9, CCR, Division 4, Chapter 5, Subchapter 1, Sections 10000, et seq.

35 53. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

36 54. Title 9, CCR, Section 1810.435.

37 55. Title 9, CCR, Section 1840.105.

- 1 56. Title 22, CCR, §51009, Confidentiality of Records.
- 2 57. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 3 58. 4.3.2: Intergovernmental Agreement Exhibit A, Attachment I, III, DD, 15, i-xiii:
- 4 a. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding
- 5 nondiscrimination in employment under federal contracts and construction contracts greater than
- 6 \$10,000 funded by federal financial assistance.
- 7 b. Executive Order 13166 (67 FR 41455) to improve access to federal services for those
- 8 with limited English proficiency.
- 9 c. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to
- 10 nondiscrimination on the basis of drug abuse.
- 11 d. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and
- 12 Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of
- 13 alcohol abuse or alcoholism.
- 14 59. 4.3.3: Intergovernmental Agreement Exhibit A, Attachment I, III, DD, 16, i-v:
- 15 a. Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the
- 16 applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
- 17 b. Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
- 18 c. Noncompliance with the requirements of nondiscrimination in services shall constitute
- 19 grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding
- 20 provided hereunder.
- 21 60. 1.5.3: SABG Application, Enclosure 2, II General, 20:
- 22 a. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting
- 23 discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the
- 24 sale or rental of housing.
- 25 b. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101
- 26 – 6107), which prohibits discrimination on the basis of age.
- 27 c. Age Discrimination in Employment Act (29 CFR Part 1625).
- 28 d. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting
- 29 discrimination against the disabled in employment.
- 30 e. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting
- 31 discrimination against the disabled by public entities.
- 32 f. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 33 g. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794),
- 34 prohibiting discrimination on the basis of individuals with disabilities.
- 35 h. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding
- 36 nondiscrimination in employment under federal contracts and construction contracts greater than
- 37 \$10,000 funded by federal financial assistance.

1 i. Executive Order 13166 (67 FR 41455) to improve access to federal services for those
2 with limited English proficiency.

3 j. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to
4 nondiscrimination on the basis of drug abuse.

5 k. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts
6 A – E).

7 61. 1.5.4: SABG Application Enclosure 2, II General 21:

8 a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the
9 applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

10 b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section
11 11135.

12 c. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

13 d. No federal funds shall be used by the County or its subcontractors for sectarian
14 worship, instruction, or proselytization. No federal funds shall be used by the County or its
15 subcontractors to provide direct, immediate, or substantial support to any religious activity.

16
17 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

27 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
28 available social media sites) in support of the services described within this Contract, CONTRACTOR
29 shall develop social media policies and procedures and have them available to ADMINISTRATOR
30 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
31 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
32 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
33 media developed in support of the services described within this Contract. CONTRACTOR shall also
34 include any required funding statement information on social media when required by
35 ADMINISTRATOR.

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

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

4 5 **XVIII. MAXIMUM OBLIGATION**

6 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
 7 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
 8 the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

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

11 12 **XIX. MINIMUM WAGE LAWS**

13 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 14 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 15 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
 16 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
 17 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
 18 providing services pursuant to this Contract be paid no less than the greater of the federal or California
 19 Minimum Wage.

20 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
 21 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
 22 standards pursuant to providing services pursuant to this Contract.

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

27 28 **XX. NONDISCRIMINATION**

29 **A. EMPLOYMENT**

30 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
 31 in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee
 32 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
 33 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 34 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
 35 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
 36 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
 37 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,

1 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
2 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

24 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
25 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
26 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
27 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
28 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
29 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
30 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
31 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
32 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
33 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
34 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
35 paragraph, discrimination includes, but is not limited to the following based on one or more of the
36 factors identified above:

37 1. Denying a Client or potential Client any service, benefit, or accommodation.

1 2. Providing any service or benefit to a Client which is different or is provided in a different
2 manner or at a different time from that provided to other Clients.

3 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
4 others receiving any service and/or benefit.

5 4. Treating a Client differently from others in satisfying any admission requirement or
6 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
7 any service and/or benefit.

8 5. Assignment of times or places for the provision of services.

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

13 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR
14 shall establish an internal problem resolution process for Clients not able to resolve such problems at the
15 point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either
16 orally or in writing.

17 a. COUNTY shall establish a formal resolution and grievance process in the event
18 grievance is not able to be resolved at point of service.

19 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
20 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
21 request a State Fair Hearing.

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

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

34 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
35 state law, this Contract may be canceled, terminated or suspended in whole or in part and
36 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
37 state or COUNTY funds.

XXI. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XXII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract, 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 Contract; 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 Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware

1 of the death due to terminal illness of any person served pursuant to this Contract.

2 c. When notification via encrypted email is not possible or practical CONTRACTOR may
3 hand deliver or fax to a known number said notification.

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

8 D. All death reports must be verified by the coroner's office. The information should include date
9 of the death as well as the cause of death.

10 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

14 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
15 of any applicable public event or meeting. The notification must include the date, time, duration,
16 location and purpose of the public event or meeting. Any promotional materials or event related flyers
17 must be approved by ADMINISTRATOR prior to distribution.
18

19 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

20 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
21 of this Contract, prepare, maintain and manage records appropriate to the services provided and in
22 accordance with this Contract and all applicable requirements.
23

24 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
25 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
26 records shall include, but not be limited to, individual patient charts and utilization review records.

27 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
28 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
29 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

30 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
31 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
32 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
33 principles of reimbursement and GAAP.

34 //

35 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
36 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
37 necessity of the service, and the quality of care provided. Records shall be maintained in accordance

1 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

10 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
11 termination of the contract, unless a longer period is required due to legal proceedings such as litigations
12 and/or settlement of claims.

13 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
14 following discharge of the participant, client and/or patient.

15 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
16 billings, and revenues available at one (1) location within the limits of the County of Orange. If
17 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
18 written approval to CONTRACTOR to maintain records in a single location, identified by
19 CONTRACTOR.

20 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
21 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
22 information that is requested by the PRA request.

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

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

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

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

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

35 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
36 or site visit.

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

1 terminal.

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

4 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
5 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or
6 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law
7 or regulation, and copy ADMINISTRATOR on such notifications.

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

11 L. CONTRACTOR shall obtain an NPI for each site identified as a location for providing
12 contractual services. Provider's site NPIs must be submitted to the ADMINISTRATOR prior to
13 rendering services to Clients. Contractors providing direct or indirect services for State reporting must
14 also submit rendering (individual) provider NPIs to ADMINISTRATOR for each staff member
15 providing Medi-Cal billable services. Contractor reimbursement will not be processed unless NPIs are
16 on file with ADMINISTRATOR in advance of providing services to Clients. It is the responsibility of
17 each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the
18 NPES. Each contract site, as well as every staff member that provides billable services, is responsible
19 for notifying the NPES within 30 calendar days of any updates to personal information, which may
20 include, but is not limited to, worksite address, name changes, taxonomy code changes, etc.

21 **XXV. RESEARCH AND PUBLICATION**

22 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
23 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
24 publication.
25

26 **XXVI. REVENUE**

27 A. CLIENT FEES – CONTRACTOR shall not charge a fee to DMC beneficiaries to whom
28 services are provided pursuant to this Contract, their estates and/or responsible relatives, unless a Share
29 of Cost is determined per Medi-Cal eligibility.
30

31 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
32 available third-party reimbursement for which persons served pursuant to this Contract may be
33 eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary
34 charges. An Assignment of Benefits must be present in a Participant's file when applicable.

35 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
36 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically
37 provide for the identification of delinquent accounts and methods for pursuing such accounts.

1 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
 2 status of fees which are billed, collected, transferred to a collection agency, or deemed by
 3 CONTRACTOR to be uncollectible.

5 **XXVII. SEVERABILITY**

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

12 **XXVIII. SPECIAL PROVISIONS**

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

- 15 1. Making cash payments to intended recipients of services through this Contract.
- 16 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 17 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
 18 use of appropriated funds to influence certain federal contracting and financial transactions).
- 19 3. Fundraising.
- 20 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 21 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 22 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
 23 body for expenses or services.
- 24 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 25 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
 26 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 27 7. Paying an individual salary or compensation for services at a rate in excess of the current
 28 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
 29 Schedule may be found at www.opm.gov.
- 30 8. Severance pay for separating employees.
- 31 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
 32 codes and obtaining all necessary building permits for any associated construction.
- 33 10. Purchasing or improving land, including constructing or permanently improving any
 34 building or facility, except for tenant improvements.
- 35 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 36 funds (matching).
- 37 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

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

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

5 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
6 injection of any illegal drug.

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

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

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

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

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

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

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

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

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

23 24 **XXIX. STATUS OF CONTRACTOR**

25 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
26 wholly responsible for the manner in which it performs the services required of it by the terms of this
27 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
28 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
29 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
30 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
31 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
32 subcontractors as they relate to the services to be provided during the course and scope of their
33 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
34 //
35 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
36 to be COUNTY's employees.

37 **XXX. TERM**

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

8 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend
 9 or holiday may be performed on the next regular business day.

10 **XXXI. TERMINATION**

11 A. Either Party may terminate this Contract, without cause, upon ninety (90) calendar days' written
 12 notice given the other Party.

13 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative
 14 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
 15 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
 16 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe
 17 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is
 18 resolved and/or the Contract could be terminated.

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

23 D. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
 24 any of the following events:

- 25 1. The loss by CONTRACTOR of legal capacity.
- 26 2. Cessation of services.
- 27 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 28 another entity without the prior written consent of COUNTY.
- 29 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 30 required pursuant to this Contract.
- 31 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
 32 this Contract.
- 33 6. The continued incapacity of any physician or licensed person to perform duties required
 34 pursuant to this Contract.
- 35 7. Unethical conduct or malpractice by any physician or licensed person providing services
 36

37 //

1 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
2 removes such physician or licensed person from serving persons treated or assisted pursuant to this
3 Contract.

4 E. CONTINGENT FUNDING

5 1. Any obligation of COUNTY under this Contract is contingent upon the following:

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

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

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

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

18 G. In the event this Contract is terminated by either Party pursuant to Subparagraphs B., C., or D.
19 above, CONTRACTOR shall do the following:

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

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

24 3. Until the date of termination, continue to provide the same level of service required by this
25 Contract.

26 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
27 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
28 orderly transfer.

29 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
30 Client's best interests.

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

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

35 8. To the extent services are terminated, cancel outstanding commitments covering the
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
 2 arising out of such cancellation of commitment which shall be subject to written approval of
 3 ADMINISTRATOR.

4 9. Provide written notice of termination of services to each Client being served under this
 5 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
 6 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
 7 day period.

8 H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
 9 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

10 **XXXII. THIRD-PARTY BENEFICIARY**

11 Neither Party hereto intends that this Contract shall create rights hereunder in third-parties
 12 including, but not limited to, any subcontractors or any clients provided services pursuant to this
 13 Contract.
 14

15 **XXXIII. WAIVER OF DEFAULT OR BREACH**

16 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
 17 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
 18 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
 19 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
 20 Contract.
 21

22 **XXXIV. BENEFICIARIES' RIGHTS**

23 **A. CONTRACTOR shall post the current Drug Medi-Cal Organized Delivery System (DMC-**
 24 **ODS) Grievance and Appeals poster in locations readily available to Clients and staff and have**
 25 **Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to**
 26 **take without having to request it on the unit.**
 27

28 **B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an**
 29 **internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have**
 30 **access.**

31 **1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance and/or**
 32 **utilization management guidelines and procedures. The beneficiary has the right to utilize either or both**
 33 **grievance process simultaneously in order to resolve their dissatisfaction.**

34 **C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to**
 35 **CONTRACTOR and file a grievance or complaint.**
 36

37 **XXXV. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S**

ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services. The County AOD Program Administrator shall attend any special meetings call by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

XXXVI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

XXXVII. INTRAVENOUS DRUG USE (IVDU) TREATMENT

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

XXXVIII. YOUTH TREATMENT GUIDELINES

County must comply with DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and adopted. Youth Treatment Guidelines are posted online at <http://www.dhcs.ca.gov/provgovpart/Pages/Youth-Services.aspx> Adolescent Substance Use Disorder Best Practices Guide found here: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

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

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

3
4 THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

29
30 BY: _____ DATED: _____

31 DEPUTY

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

1 EXHIBIT A
 2 TO CONTRACT FOR PROVISION OF
 3 ADOLESCENT RESIDENTIAL DRUG MEDI-CAL
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER
 8 JANUARY 7, 2022 THROUGH JUNE 30, 2024

9
 10 **I. COMMON TERMS AND DEFINITIONS**

11 ~~— A. The Parties agree to the following terms and definitions, and to those terms and definitions~~
 12 ~~which, for convenience, are set forth elsewhere in this Contract.~~

13 ~~— 1. Access Log means entering each person’s initial contact date, intake date and date of first~~
 14 ~~service, level of care and any other information requested by County into the Access Log as an IRIS~~
 15 ~~component.~~

16 ~~— 2. American Society of Addiction Medicine (ASAM) Criteria is a comprehensive set of~~
 17 ~~guidelines for placement, continued stay and transfer/discharge of Clients with addiction and co-~~
 18 ~~occurring conditions.~~

19 ~~— 3. ASAM Designated Levels of Care means a designation that is issued by State Department~~
 20 ~~of Health Care Services (DHCS) to a residential program based on the services provided at the facility.~~
 21 ~~For the purposes of this Contract, CONTRACTOR shall provide services in accordance with the~~
 22 ~~following ASAM Designated Levels of Care:~~

23 ~~— a. 3.1 Clinically Managed Low Intensity Residential Services means a twenty four (24)~~
 24 ~~hour structure with available trained personnel; at least five (5) hours of clinical service/week and~~
 25 ~~preparation for outpatient treatment. A minimum of one clinical service must be provided for each~~
 26 ~~client daily.~~

27 ~~— b. 3.3 Clinically Managed Population Specific High Intensity Residential Services~~
 28 ~~means a twenty four (24) hour structured living environment in combination with high-intensity clinical~~
 29 ~~services for Clients with significant cognitive impairment; at least five (5) hours of clinical service/week~~
 30 ~~and preparation for outpatient treatment. A minimum of one clinical service must be provided for~~
 31 ~~each client daily.~~

32 ~~— c. 3.5 Clinically Managed High Intensity Residential Services means a twenty four (24)~~
 33 ~~hour residential care for Clients who require a twenty four (24) hour supportive treatment environment~~
 34 ~~in order to develop sufficient recovery skills to avoid relapse or continued alcohol or other drug (AOD)~~
 35 ~~use. At least five (5) hours of clinical service/week and preparation for outpatient treatment. A minimum~~
 36 ~~of one clinical service must be provided for each client daily.~~

37 #

1 ~~4. Bed Day means one (1) calendar day during which CONTRACTOR provides Residential~~
 2 ~~Treatment Services as described in Exhibit A of this Contract. In order for residential treatment to be~~
 3 ~~reimbursed on a daily basis, the service required must include a required service activity on the date of~~
 4 ~~billing. The components of residential treatment are established in the DMC ODS Waiver special terms~~
 5 ~~and conditions (STC), Section 134, and include: Intake; Individual; Group Counseling; Patient~~
 6 ~~Education; Family Therapy; Collateral Services; Crisis Intervention Services; Treatment Planning;~~
 7 ~~Transportation Services (provision of or arrangement for transportation to and from medically necessary~~
 8 ~~treatment); and Discharge Services.~~

9 ~~5. California Outcomes Measurement System (CalOMS) is a statewide client based data~~
 10 ~~collection and outcomes measurement system as required by the State to effectively manage and~~
 11 ~~improve the provision of substance use disorder services at State, County, and provider levels.~~

12 ~~6. Case Management means services that assist a Client to access needed medical, educational,~~
 13 ~~social, prevocational, vocational, rehabilitative, or other community services.~~

14 ~~7. Client means adolescents twelve (12) through seventeen (17) years of age, with a substance~~
 15 ~~use disorder, for whom a COUNTY approved intake and admission for Residential Treatment Services as~~
 16 ~~appropriate have been completed pursuant to this Contract.~~

17 ~~8. Clinical Component means services designed to improve a Client's ability to structure and~~
 18 ~~organize tasks of daily living and recovery.~~

19 ~~9. Completion means the completion of the Residential Treatment Services program whereby~~
 20 ~~the Client has successfully completed all goals and objectives documented in the Client's treatment plan.~~

21 ~~10. Collateral Services means sessions with significant persons in the life of a Client, focused~~
 22 ~~on the treatment needs of the Client in terms of supporting the achievement of the Client's treatment~~
 23 ~~goals. Significant persons are individuals that have a personal, not official or professional, relationship~~
 24 ~~with the Client.~~

25 ~~11. Co-Occurring is when a person has at least one substance use disorder and one mental~~
 26 ~~health disorder that can be diagnosed independently of each other.~~

27 ~~12. Drug and Alcohol Treatment Access Report (DATAR) is the Department of Health Care~~
 28 ~~Services (DHCS) system to collect data on Substance Use Disorder (SUD) treatment capacity and~~
 29 ~~waiting lists.~~

30 ~~13. Drug Medi-Cal is the organized delivery of health care services for Medicaid eligible~~
 31 ~~individuals with substance use disorders (SUD).~~

32 ~~14. Early Periodic Screening, Diagnostic and Treatment (EPSDT) means the federally~~
 33 ~~mandated Medicaid benefit that entitles full scope Medi-Cal covered beneficiaries less than twenty one~~
 34 ~~(21) years of age to receive any Medicaid service necessary to correct or help to improve a defect,~~
 35 ~~mental illness, or other condition, such as a substance related disorder, that is discovered during a health~~
 36 ~~screening.~~

37 #

1 ~~15. Incidental Medical Services (IMS) means optional services, approved by DHCS to be~~
 2 ~~provided at a licensed alcoholism or drug use residential treatment facility by or under the supervision of~~
 3 ~~a LPHA that addresses medical issues associated with either detoxification or substance use.~~

4 ~~16. Intake the initial face to face meeting between a Client and CONTRACTOR staff in which~~
 5 ~~specific information about the Client is gathered and standard admission forms completed pursuant to this~~
 6 ~~Contract.~~

7 ~~17. Integrated Records Information System (IRIS) is a collection of applications and databases~~
 8 ~~that serve the needs of programs within HCA and includes functionality such as registration and~~
 9 ~~scheduling, laboratory information system, invoice and reporting capabilities, compliance with~~
 10 ~~regulatory requirements, electronic medical records, and other relevant applications.~~

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

14 ~~19. Licensed Practitioner of the Healing Arts (LPHA) means any Physician, Nurse~~
 15 ~~Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical~~
 16 ~~Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed~~
 17 ~~Marriage and Family Therapists, or Licensed Eligible Practitioners working under the supervision of~~
 18 ~~Licensed Clinicians.~~

19 ~~20. Medication means those medications that are needed to maintain Client's health, and~~
 20 ~~without which there could be medical or mental health consequences to the Client.~~

21 ~~21. Medication Assisted Treatment (MAT) Services means the use of Federal Drug~~
 22 ~~Administration approved medications in combination with behavioral therapies to provide a whole~~
 23 ~~Client approach to treating substance use disorders.~~

24 ~~22. Notice of Adverse Benefit Determination (NOABD) means a formal communication to the~~
 25 ~~Medi-Cal beneficiary of any action regarding their Mental Health Plan or Drug Medi-Cal services and~~
 26 ~~their right to appeal, consistent with 42 CFR 438.404 and 438.10.~~

27 ~~23. Perinatal means the condition of being pregnant or up to sixty (60) days Postpartum.~~

28 ~~24. Recovery Services means billable services available after the client has completed a course~~
 29 ~~of treatment. Recovery services emphasize the client's central role in managing their health, use~~
 30 ~~effective self-management support strategies, and organize internal and community resources to provide~~
 31 ~~ongoing self-management support to patients.~~

32 ~~25. Residential Treatment Authorization means the approval that is provided by the COUNTY~~
 33 ~~for a Client to receive residential services after the Diagnostic and Statistical Manual (DSM) and ASAM~~
 34 ~~Criteria are reviewed to ensure that the Client meets the requirements for the service. Decisions for~~
 35 ~~service authorization are provided within twenty four (24) hours of the authorization request being~~
 36 ~~submitted by the CONTRACTOR.~~

37 #

~~26. Residential Treatment Services (RTS) means alcohol and other drug treatment services that are provided to Clients at a twenty-four (24) hour residential program. Services are provided in an alcohol and drug free environment and support recovery from alcohol and/or other drug related problems. These services are provided in a non-medical, licensed residential setting that has been certified by DHCS.~~

~~27. Self Help Meetings means a non-professional, peer participatory meeting formed by people with a common problem or situation offering mutual support to each other towards a goal or healing or recovery.~~

~~28. Structured Therapeutic Activities means organized program activities that are designed to meet treatment goals and objectives for increased social responsibility, self-motivation, and integration into the larger community. Such activities would include participation in the social structure of the residential program. It also includes the Client's progression, with increasing levels of responsibility and independence through job and other assignments culminating in employment seeking and employment-initiation activities in the community.~~

~~29. Substance Use Disorder (SUD) means a condition in which the use of one or more substances leads to a clinically significant impairment or distress as specified in the most current edition of the DSM published by the American Psychiatric Association.~~

~~30. Telehealth between provider and beneficiary means office or outpatient visits via interactive audio and video telecommunication systems. Telehealth between providers means communication between two providers for purpose of consultation, performed via interactive audio and video telecommunication systems.~~

~~31. Token means the security device which allows an end-user to access ADMINISTRATOR's computer-based IRIS.~~

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

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

1. Access Log means entering each person's initial contact date, intake date and date of first service, level of care and any other information requested by County into the Access Log as an IRIS component.

2. American Society of Addiction Medicine (ASAM) Criteria is a comprehensive set of guidelines for placement, continued stay and transfer/discharge of Clients with addiction and co-occurring conditions.

3. ASAM-Designated Levels of Care means a designation that is issued by State Department of Health Care Services (DHCS) to a residential program based on the services provided at the facility. For the purposes of this Contract, CONTRACTOR shall provide services in accordance with the following ASAM-Designated Levels of Care:

1 a. 3.1 - Clinically Managed Low-Intensity Residential Services means a twenty-four (24)
2 hour structure with available trained personnel; at least five (5) hours of clinical service/week and
3 preparation for outpatient treatment. A minimum of one clinical service must be provided for each
4 client daily.

5 b. 3.3 - Clinically Managed Population-Specific High-Intensity Residential Services
6 means a twenty-four (24) hour structured living environment in combination with high-intensity clinical
7 services for Clients with significant cognitive impairment; at least five (5) hours of clinical service/week
8 and preparation for outpatient treatment. A minimum of one clinical service must be provided for
9 each client daily.

10 c. 3.5 - Clinically Managed High-Intensity Residential Services means a twenty-four (24)
11 hour residential care for Clients who require a twenty-four (24) hour supportive treatment environment
12 in order to develop sufficient recovery skills to avoid relapse or continued alcohol or other drug (AOD)
13 use. At least five (5) hours of clinical service/week and preparation for outpatient treatment. A minimum
14 of one clinical service must be provided for each client daily.

15 4. Bed Day means one (1) calendar day during which CONTRACTOR provides Residential
16 Treatment Services as described in Exhibit A of this Contract. In order for residential treatment to be
17 reimbursed on a daily basis, the service required must include a required service activity on the date of
18 billing. The components of residential treatment are established in the DMC-ODS Waiver special terms
19 and conditions (STC), Section 134, and include: Intake; Individual: Group Counseling; Patient
20 Education; Family Therapy; Collateral Services; Crisis Intervention Services; Treatment Planning;
21 Transportation Services (provision of or arrangement for transportation to and from medically necessary
22 treatment); and Discharge Services.

23 5. California Outcomes Measurement System (CalOMS) is a statewide client-based data
24 collection and outcomes measurement system as required by the State to effectively manage and
25 improve the provision of substance use disorder services at State, County, and provider levels.

26 6. Case Management means services that assist a Client to access needed medical,
27 educational, social, prevocational, vocational, rehabilitative, or other community services.

28 7. Client means adolescents twelve (12) through seventeen (17) years of age, with a substance
29 use disorder, for whom a COUNTY-approved intake and admission for Residential Treatment Services
30 as appropriate have been completed pursuant to this Contract.

31 8. Clinical Component means services designed to improve a Client's ability to structure and
32 organize tasks of daily living and recovery.

33 9. Completion means the completion of the Residential Treatment Services program whereby
34 the Client has successfully completed all goals and objectives documented in the Client's treatment
35 plan.

36 10. Collateral Services means sessions with significant persons in the life of a Client, focused
37 on the treatment needs of the Client in terms of supporting the achievement of the Client's treatment

1 goals. Significant persons are individuals that have a personal, not official or professional, relationship
2 with the Client.

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

5 12. Drug and Alcohol Treatment Access Report (DATAR) is the Department of Health Care
6 Services (DHCS) system to collect data on Substance Use Disorder (SUD) treatment capacity and
7 waiting lists.

8 13. Drug Medi-Cal is the organized delivery of health care services for Medicaid eligible
9 individuals with substance use disorders (SUD).

10 14. Early Periodic Screening, Diagnostic and Treatment (EPSDT) means the federally
11 mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than twenty-one
12 (21) years of age to receive any Medicaid service necessary to correct or help to improve a defect,
13 mental illness, or other condition, such as a substance-related disorder, that is discovered during a health
14 screening.

15 15. Incidental Medical Services (IMS) means optional services, approved by DHCS to be
16 provided at a licensed alcoholism or drug use residential treatment facility by or under the supervision
17 of a LPHA that addresses medical issues associated with either detoxification or substance use.

18 16. Intake the initial face-to-face meeting between a Client and CONTRACTOR staff in which
19 specific information about the Client is gathered and standard admission forms completed pursuant to
20 this Contract.

21 17. Integrated Records Information System (IRIS) is a collection of applications and databases
22 that serve the needs of programs within HCA and includes functionality such as registration and
23 scheduling, laboratory information system, invoice and reporting capabilities, compliance with
24 regulatory requirements, electronic medical records, and other relevant applications.

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

28 19. Licensed Practitioner of the Healing Arts (LPHA) means any Physician, Nurse
29 Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical
30 Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed
31 Marriage and Family Therapists, or Licensed Eligible Practitioners working under the supervision of
32 Licensed Clinicians.

33 20. Medication means those medications that are needed to maintain Client's health, and
34 without which there could be medical or mental health consequences to the Client.

35 21. Medication-Assisted Treatment (MAT) Services means the use of Federal Drug
36 Administration-approved medications in combination with behavioral therapies to provide a whole
37 Client approach to treating substance use disorders.

1 22. Notice of Adverse Benefit Determination (NOABD) means a formal communication to the
2 Medi-Cal beneficiary of any action regarding their Mental Health Plan or Drug Medi-Cal services and
3 their right to appeal, consistent with 42 CFR 438.404 and 438.10.

4 23. Perinatal means the condition of being pregnant or up to sixty (60) days Postpartum.

5 24. Recovery Services means billable services available after the client has completed a course
6 of treatment. Recovery services emphasize the client's central role in managing their health, use
7 effective self-management support strategies, and organize internal and community resources to provide
8 ongoing self-management support to patients.

9 25. Residential Treatment Authorization means the approval that is provided by the COUNTY
10 for a Client to receive residential services after the Diagnostic and Statistical Manual (DSM) and ASAM
11 Criteria are reviewed to ensure that the Client meets the requirements for the service. Decisions for
12 service authorization are provided within twenty-four (24) hours of the authorization request being
13 submitted by the CONTRACTOR.

14 26. Residential Treatment Services (RTS) means alcohol and other drug treatment services that
15 are provided to Clients at a twenty-four (24) hour residential program. Services are provided in an
16 alcohol and drug free environment and support recovery from alcohol and/or other drug related
17 problems. These services are provided in a non-medical, licensed residential setting that has been
18 certified by DHCS.

19 27. Self-Help Meetings means a non-professional, peer participatory meeting formed by people
20 with a common problem or situation offering mutual support to each other towards a goal or healing or
21 recovery.

22 28. Structured Therapeutic Activities means organized program activities that are designed to
23 meet treatment goals and objectives for increased social responsibility, self-motivation, and integration
24 into the larger community. Such activities would include participation in the social structure of the
25 residential program. It also includes the Client's progression, with increasing levels of responsibility and
26 independence through job and other assignments culminating in employment seeking and employment-
27 initiation activities in the community.

28 29. Substance Use Disorder (SUD) means a condition in which the use of one or more
29 substances leads to a clinically significant impairment or distress as specified in the most current edition
30 of the DSM published by the American Psychiatric Association.

31 30. Telehealth between provider and beneficiary means office or outpatient visits via
32 interactive audio and video telecommunication systems. Telehealth between providers means
33 communication between two providers for purpose of consultation, performed via interactive audio and
34 video telecommunication systems.

35 31. Token means the security device which allows an end-user to access ADMINISTRATOR's
36 computer based IRIS.

37 32. Unfunded means individuals that are eligible for Medi-Cal but their benefits may not be

1 current for Orange County.

2
3 **II. PAYMENTS**

4 ~~— A. BASIS FOR REIMBURSEMENT — As compensation to CONTRACTOR for services provided~~
5 ~~pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates~~
6 ~~of reimbursement; however, the total of all such payments to CONTRACTOR and all other COUNTY~~
7 ~~CONTRACTORS for all substance use disorder treatment services for substance users shall not exceed~~
8 ~~COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of the Contract;~~
9 ~~and further provided, that CONTRACTOR’s costs are allowable pursuant to applicable COUNTY,~~
10 ~~federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to~~
11 ~~non-compliance with licensure and/or certification standards of the state or COUNTY,~~
12 ~~ADMINISTRATOR may elect to reduce COUNTY’S maximum obligation proportionate to the length~~
13 ~~of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance~~
14 ~~with all DMC billing and documentation requirements when entering Units of Service into COUNTY~~
15 ~~IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-~~
16 ~~compliant billing practices. If Corrective Action Plans (CAP) are not completed within timeframes as~~
17 ~~determined by ADMINISTRATOR, payments may be reduced accordingly.~~

18 ~~—— 1. For Medi-Cal services provided pursuant to the Contract, COUNTY shall claim~~
19 ~~reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are~~
20 ~~eligible.~~

21 ~~—— 2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a~~
22 ~~monthly basis. ADMINISTRATOR shall review billing and remit to Accounting for submission to the~~
23 ~~State Medi-Cal unit.~~

24 ~~—— 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties~~
25 ~~imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of~~
26 ~~CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties~~
27 ~~within thirty (30) days of written notification by COUNTY.~~

28 ~~—— 4. For unfunded services provided to uninsured Clients pursuant to the Contract,~~
29 ~~CONTRACTOR will work with ADMINISTRATOR to obtain proof of a Medi-Cal denial. Any~~
30 ~~payment made by COUNTY to CONTRACTOR, which is unsupported by proof of a denial by the end~~
31 ~~of the current contract period, shall be repaid by CONTRACTOR to COUNTY in cash, or other~~
32 ~~authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or~~
33 ~~ADMINISTRATOR may elect to reduce any amount owed to CONTRACTOR by an amount not to~~
34 ~~exceed the reimbursement due COUNTY.~~

Mode of Service	Billable Unit	Rate per unit
-----------------	---------------	---------------

Case Management	15-minute increments	\$34.30
Recovery Services	15-minute increments	\$34.30
Medication Assisted Treatment (MAT)	15-minute increments	\$105.00
Residential Treatment 3.1	Per Bed Day	\$171.49
Residential Room and Board 3.1	Per Bed Day	\$194.73
Residential Treatment 3.3	Per Bed Day	\$197.53
Residential Room & Board 3.3	Per Bed Day	\$247.83
Residential Treatment 3.5	Per Bed Day	\$205.56
Residential Room and Board 3.5	Per Bed Day	\$246.19

~~B. PAYMENT METHOD—COUNTY shall pay CONTRACTOR monthly in arrears provided, however, that the total of such payments shall not exceed the COUNTY's Total Maximum Obligation. CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.~~

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

~~D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by supporting documentation that clearly show CONTRACTOR is entitled to compensation as a result of and in the performance of duties for COUNTY. Source documentation includes, but is not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.~~

~~E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Contract or is not in compliance with federal, state or COUNTY regulations governing the provision of contracted services.~~

~~F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract.~~

~~G. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter Units of Service into the COUNTY IRIS system for services not rendered. If information has been entered, corrections shall be made within ten (10) calendar days from notification by ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall create a procedure to ensure separation of duties between the individual performing direct services (LPHA, clinicians, counselors, etc.), and the~~

~~clerical staff who enter information into the IRIS system. Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.~~

~~— H. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR shall withhold payment for non-compliant Units of Service and may reduce, withhold or delay any payment associated with non-compliant billing practices.~~

~~— I. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular A33. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A33.~~

~~— J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.~~

A. BASIS FOR REIMBURSEMENT - As compensation to CONTRACTOR for services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates of reimbursement; however, the total of all such payments to CONTRACTOR and all other COUNTY CONTRACTORS for all substance use disorder treatment services for substance users shall not exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of the Contract; and further provided, that CONTRACTOR's costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the state or COUNTY, ADMINISTRATOR may elect to reduce COUNTY'S maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-compliant billing practices. If Corrective Action Plans (CAP) are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.

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

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

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

4. ADMINISTRATOR will reimburse up to thirty (30) calendar days of treatment for unfunded Clients with realignment funding while CONTRACTOR assists Client in applying for benefits

1 or transferring Medi-Cal benefits to Orange County. Exceptions to the thirty (30) calendar day
 2 maximum must be approved by ADMINISTRATOR. The Health plan in IRIS will be assigned as “Self
 3 Pay”. When applying for Medi-Cal, client shall request that Medi-Cal coverage is retroactively applied
 4 to date of admission. If current Medi-Cal is assigned to a different county (not Orange County), Client
 5 must initiate transfer within ten (10) calendar days of admission. If county of responsibility is other than
 6 Orange County and county of residence in Medical Eligibility Data System is Orange County and Medi-
 7 Cal transfer has been initiated, CONTRACTOR shall enter Health plan as “Medi-Cal” in IRIS. These
 8 claims will be accepted by the State. If both county of responsibility and county of residence are other
 9 than Orange County, Contractor shall assign the Health plan as “Self-Pay”. CONTRACTOR shall
 10 review Self Pay Health Plan claims from the previous month and recheck eligibility status. If claims
 11 dates are covered by Medi-Cal, CONTRACTOR shall update the Health Plan and these claims will be
 12 automatically credited and re-dropped by the IRIS system.

Service	Billable Unit	Rate per unit
Case Management	15-minute increments	\$34.30
Recovery Services	15-minute increments	\$34.30
Medication Assisted Treatment (MAT)	15-minute increments	\$105.00
Residential Treatment 3.1	Per Bed Day	\$171.49
Residential Room and Board 3.1	Per Bed Day	Actual Cost
Residential Treatment 3.3	Per Bed Day	\$197.53
Residential Room & Board 3.3	Per Bed Day	Actual Cost
Residential Treatment 3.5	Per Bed Day	\$205.56
Residential Room and Board 3.5	Per Bed Day	Actual Cost

Service	Billable Unit	Rate per unit
Case Management	15-minute increments	\$34.30
Recovery Services	15-minute increments	\$34.30
Medication Assisted Treatment (MAT)	15-minute increments	\$105.00
Residential Treatment 3.1	Per Bed Day	\$205.74

<u>Residential Room and Board 3.1</u>	<u>Per Bed Day</u>	<u>\$251.16</u>
<u>Residential Treatment 3.3</u>	<u>Per Bed Day</u>	<u>\$238.87</u>
<u>Residential Room & Board 3.3</u>	<u>Per Bed Day</u>	<u>\$308.40</u>
<u>Residential Treatment 3.5</u>	<u>Per Bed Day</u>	<u>\$244.87</u>
<u>Residential Room and Board 3.5</u>	<u>Per Bed Day</u>	<u>\$304.87”</u>

III. RECORDS

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

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

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

3. CLIENT FEES – Pursuant to 42 CFR 438.106, CONTRACTOR shall not collect fees from a Medi-Cal beneficiary or persons acting on behalf of the beneficiary for any SUD or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments. Drug Medi-Cal is payment in full for treatment services rendered for Medi-Cal beneficiaries.

B. CLIENT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the licensing authority, DHCS, Youth Treatment Guidelines, the COUNTY guidelines, California Code of Regulations (CCR), and ADMINISTRATOR’s DMC-ODS Waiver Special Terms and Conditions (STC) on each individual Client in sufficient detail to permit an evaluation of services. Documentation of treatment episode information shall include documentation of all activities, services, sessions, and assessments, including but not limited to:

1. Documentation of ADMINISTRATOR’s Residential Treatment Authorization(s) for Residential Treatment Services (RTS);

2. Documentation that RTS for substance use disorders are appropriate for the Client. This shall include the Medical Director or LPHA’s initial medical necessity determination for the DMC-ODS benefit. Additionally, if the initial assessment is completed by a counselor, this includes a progress note documenting the face-to-face review or telehealth between the Medical Director or LPHA and the counselor to establish a beneficiary meets medical necessity criteria. Additionally, the ASAM Criteria assessment will be applied to determine placement into the level of assessed services and documented in

1 the Client record;

- 2 3. Intake and admission data, including, if applicable, a physical examination;
- 3 4. Treatment Plans;
- 4 5. Reassessments of client functioning based on ASAM criteria;
- 5 6. Progress notes;
- 6 7. Laboratory test orders and results;
- 7 8. Referrals;

8 //

9 9. Human Trafficking - each Client's chart shall contain the results of screening for victims of
10 human trafficking (TVPA 2000).

- 11 10. Outcome measures and screening tools as determined by ADMINSTRATOR.
- 12 11. Discharge Plan;
- 13 12. Discharge Summary;
- 14 13. Any other information relating to the treatment services rendered to the Client; and
- 15 14. A sign-in sheet for every group counseling session.

16 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
17 Records Paragraph of this Exhibit A to the Contract.

18 **IV. REPORTS**

19 **A. MONTHLY PROGRAMMATIC**

20 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
21 including information required and on a form approved or provided by ADMINISTRATOR, in
22 conjunction with the billing described in the Payments paragraph of this Exhibit A of this Contract.
23 These monthly programmatic reports should be received by ADMINISTRATOR no later than the
24 twentieth (20th) calendar day of the month following the report month.
25

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

31 3. FOLLOW-UPS – CONTRACTOR shall conduct follow-ups with Clients after discharge at
32 intervals designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions
33 to CONTRACTOR for follow up. CONTRACTOR shall track data on Client functioning which at
34 minimum shall include current substance use.

35 **B. FISCAL**

36 1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and
37 Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by

1 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's
2 program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Contract.
3 CONTRACTOR shall submit these reports by no later than twenty (20) calendar days following the end
4 of the month reported.

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

12 C. MONTHLY IRIS - CONTRACTOR shall input all Units of Service provided in COUNTY's
13 IRIS database for the preceding month no later than the fifth (5th) calendar day of the month following
14 the report month.

15 D. CalOMS - CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission
16 record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a
17 CalOMS discharge record in IRIS within seven (7) calendar days of Client discharge. CONTRACTOR
18 shall run a CalOMS error report and correct any errors within two (2) business days of submitting the
19 CalOMS admission or discharge, and continue to recheck until error free. Annuals are due thirty (30)
20 days prior to the anniversary date.

21 E. ACCESS LOG – CONTRACTOR shall track and enter information on requests for services into
22 IRIS.

23 F. LEVEL OF CARE SUMMARY – CONTRACTOR shall enter level of care summary record in
24 IRIS within five (5) calendar days of the initial assessment or re-assessment being completed. Level of
25 care summaries are to be completed and entered into IRIS at intake, at every 30-day re-assessment, and
26 at planned discharge.

27 G. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR and/or any
28 other State Department of Alcohol and Drug Programs Reporting System no later than the fifth (5th)
29 business day of the month following the report month.

30 H. ADDITIONAL REPORTS – CONTRACTOR shall make available additional reports, as
31 required by ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services
32 hereunder. ADMINISTRATOR will be specific as to the nature of information requested and the
33 timeframe the information is needed.

34 I. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by
35 ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be
36 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
37 harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of

1 | said psychometrics.

2 | J. CONTRACTOR shall submit reports as required by the ADMINISTRATOR and/or the State
3 | and shall make all collected data available to ADMINISTRATOR upon request.

4 | K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
5 | Reports Paragraph of this Exhibit A to the Contract.

6 | //

7 | //

8 | //

9 | **V. SERVICES**

10 | A. FACILITY – CONTRACTOR shall operate a Community Care Licensing (CCL) licensed and
11 | DMC certified Adolescent Residential Treatment Services program in accordance with the standards
12 | established by the COUNTY, the State, DHCS, Youth Treatment Guidelines, and the California
13 | Department of Social Services within the specifications stated below, unless otherwise authorized by the
14 | ADMINISTRATOR. CONTRACTOR shall provide services within a licensed and DMC certified
15 | adolescent facility that has been designated by DHCS as capable of delivering care consistent with
16 | ASAM adolescent treatment criteria. The environment shall be healthy and safe and the facility shall be
17 | clean and in good repair. Unless otherwise authorized in writing by ADMINISTRATOR,
18 | CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four
19 | (24) hours per day, three hundred sixty-five (365) days a year. The facility will have, at a minimum: a
20 | kitchen, dining room, and laundry facilities, with enough space for leisure time and group activities.
21 | Services shall be provided at the following location:

22 |
23 | 20302 Flanagan Road
24 | Trabuco Canyon 92679
25 |

26 | B. LENGTH OF STAY – A client's length of stay for residential treatment services shall be
27 | determined by a Licensed Practitioner of the Healing Arts (LPHA).

28 | C. PERSONS TO BE SERVED – CONTRACTOR shall serve adolescents ages twelve (12)
29 | through seventeen (17) years of age. Child Welfare dependents and Probation youth are eligible for
30 | these services if they meet all other eligibility requirements under this Contract. A pregnant youth is
31 | eligible for these services if they meet all other eligibility requirements under this Contract. When a
32 | pregnant youth is admitted to treatment, the DHCS Perinatal Practice Guidelines are to be followed. In
33 | order to receive services through the DMC-ODS, the Client must be enrolled in Medi-Cal, reside in
34 | Orange County, and meet medical necessity criteria, as outlined below. As COUNTY resources allow
35 | and as approved by the ADMINISTRATOR, CONTRACTOR may serve Clients that are in the process
36 | of applying for Medi-Cal or those Clients that are in the process of having Medi-Cal reinstated as long
37 | as Clients reside in Orange County and meet medical necessity criteria as outlined below.

1 CONTRACTOR shall prioritize admission of Orange County adolescents when beds are available.

2 D. MEDI-CAL ELIGIBILITY – MEDICAL NECESSITY

3 1. CONTRACTOR must verify the Medicaid eligibility determination of potential Clients.
 4 The verification shall be reviewed and approved by the ADMINISTRATOR prior to payment for
 5 services, unless the individual is eligible to receive services from tribal health programs operating under
 6 the Indian Self Determination and Education Assistance Act (ISDEAA – Pub.L 93-638, as amended)
 7 and urban Indian organizations operating under Title V of the IHCIA. If the individual is eligible to
 8 receive services from tribal health programs operating under the ISDEAA, then the determination shall
 9 be conducted as set forth in the Tribal Delivery System – Attachment BB to the STCs. CONTRACTOR
 10 may accept uninsured persons with proof of Medi-Cal application.

11 2. The initial medical necessity determination for an individual to receive a DMC-ODS benefit
 12 must be performed through a face-to-face review or telehealth by a Medical Director or an LPHA. After
 13 establishing a diagnosis, the ASAM Criteria shall be applied by the diagnosing individual to determine
 14 placement into the level of assessed services. CONTRACTOR shall ensure clients initially authorized
 15 for residential treatment are reassessed, at a minimum of every thirty (30) days, unless medical necessity
 16 warrants more frequent assessments as documented in the individualized treatment plan.

17 3. All Clients shall meet the following medical necessity criteria in order to receive DMC-
 18 ODS services:

19 a. Client shall have received a diagnosis from the Diagnostic and Statistical Manual of
 20 Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the
 21 exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; and,

22 b. Client shall meet the ASAM Criteria definition of medical necessity for services based
 23 on the ASAM Criteria.

24 4. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic
 25 Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries
 26 under the age of twenty-one (21) are eligible to receive all appropriate and medically necessary services
 27 need to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid
 28 authority, even if they do not meet criteria for a substance use disorder (SUD) diagnosis. This includes
 29 treatment for risky substance use and early engagement services. Nothing in the DMC-ODS overrides
 30 any EPSDT requirements. CONTRACTOR is responsible for the provision of services pursuant to the
 31 EPSDT mandate. Beneficiaries under age twenty-one (21) are eligible for DMC-ODS services without a
 32 diagnosis from the DSM for Substance-Related and Addictive Disorders.

33 E. ADMISSIONS

34 1. CONTRACTOR shall accept any person with Orange County Medi-Cal who is physically
 35 and mentally able to comply with the program's rules and regulations. Said persons shall include
 36 persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-occurring
 37 disorder. Persons with a co-occurring disorder and others who require prescribed medication shall not

1 be precluded from acceptance or admission solely based on their licit use of prescribed medications.
 2 Treatment program shall be accessible to people with disabilities in accordance with Title 45, Code of
 3 Federal Regulations (herein referred to as CFR), Part 84.4 and the Americans with Disabilities Act.

4 2. Beneficiaries may contact CONTRACTOR directly to request services. Beneficiaries may
 5 also be referred to CONTRACTOR by the 24/7 Beneficiary Access Line, network providers, and other
 6 access points determined by ADMINISTRATOR. CONTRACTOR shall enter data regarding requests
 7 for service into an access log established by ADMINISTRATOR.

8 //

9 3. CONTRACTOR shall have policies and procedures in place to screen for emergency
 10 medical conditions and immediately refer beneficiaries to emergency medical care.

11 4. CONTRACTOR shall have a policy that requires a Client who shows signs of any
 12 communicable disease, or through medical disclosure during the intake process admits to a health
 13 related problem that would put others at risk, to be cleared medically before services are provided.

14 5. ADMISSION POLICY – CONTRACTOR shall establish and make available to the public,
 15 a written Admission Policy. CONTRACTOR's Admission Policy shall reflect all applicable federal,
 16 State, and COUNTY regulations. CONTRACTOR shall have the right to refuse admission of a person
 17 only in accordance with its written Admission Policy; provided, however, CONTRACTOR complies
 18 with the Non-discrimination provisions of this Contract.

19 6. CONTRACTOR shall initiate services within reasonable promptness and shall have a
 20 documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care,
 21 including a system for addressing problems that develop regarding admission wait times.

22 7. CONTRACTOR shall discharge Clients who are away from the facility for more than one
 23 (1) calendar day, unless authorized by ADMINISTRATOR. When clinically indicated, CONTRACTOR
 24 may request an extended bed hold, not to exceed four (4) calendar days. Room and Board will not be
 25 paid to CONTRACTOR for beds that are held, unless authorized by ADMINISTRATOR.

26 F. RESIDENTIAL TREATMENT AUTHORIZATION

27 1. All residential treatment admissions and treatment extensions require prior authorization
 28 from the ADMINISTRATOR.

29 2. Admission into a residential bed and treatment extensions shall require a LPHA to verify
 30 medical necessity. CONTRACTOR shall complete the DSM diagnosis and ASAM criteria assessment
 31 level of care determination to ensure that the Client meets the requirements for residential treatment.

32 3. If it is determined during the ASAM criteria assessment that a different level or type of
 33 treatment is more appropriate to meet a Client's needs, a referral will be made to an appropriate provider
 34 by CONTRACTOR. Information will be shared between programs in compliance with 42 CFR Part 2
 35 requirements.

36 4. If after assessing the beneficiary it is determined that the medical necessity criteria,
 37 pursuant to DMC-ODS STCs. 128 (e), has not been met, then a written Notice of Adverse Benefit

1 Determination shall be issued in accordance with 42 CFR 438.404.

2 5. Upon admission or within three (3) calendar days of admission, upon verifying ASAM level
3 of care for residential treatment, CONTRACTOR will FAX or email via secure email to the Residential
4 Placement Coordinator (RPC):

- 5 a. A copy of a legible individualized treatment authorization request,
- 6 b. Proof of Drug Medi-Cal eligibility,
- 7 c. An Authorization to Disclose PHI to OCHCA signed by the client,
- 8 d. A completed ASAM assessment tool for Client.

9 6. The RPC will make a determination for admission authorization within twenty-four (24)
10 hours of the request.

11 7. CONTRACTOR shall have a COUNTY-approved process in place to ensure standards for
12 timely access to care and services are met, considering the urgency of the service needed. Medical
13 attention for emergency and crisis medical conditions must be addressed immediately.

14 8. If the RPC denies admission to residential services and determines that a different level or
15 type of treatment is more appropriate to meet a Client's needs, a referral will be made to an appropriate
16 provider by CONTRACTOR. Information will be shared between programs in compliance with 42 CFR
17 Part 2 requirements.

18 G. INFORMING MATERIALS – CONTRACTOR is responsible to distribute informing materials
19 and provider lists that meet the content requirements of 42 CRF 438.100 to beneficiaries when they first
20 access SUD services through the DMC-ODS and on request. Informing materials will be provided by
21 ADMINISTRATOR.

22 H. INTERIM SERVICES – All persons who are not admitted into a residential program within 10
23 (ten) calendar days due to lack of capacity, shall be referred to another DMC-ODS provider to receive
24 interim services until an individual is admitted to residential treatment program.

25 I. SERVICES – CONTRACTOR shall provide a non-institutional, twenty-four (24) hour non-
26 medical, short-term residential program that provides rehabilitation services to Clients in accordance
27 with an individualized treatment plan. These services are intended to be individualized to treat the
28 functional deficits identified in the ASAM adolescent treatment criteria. In the residential treatment
29 environment, an individual's functional cognitive deficits may require treatment that is primarily slower
30 paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are
31 intended to restore cognitive functioning and build behavioral patterns within a community. Each Client
32 shall live on the premises and shall be supported in their efforts to restore, maintain, and apply
33 interpersonal and independent living skills, and access community support systems. CONTRACTOR
34 shall provide a range of activities and services. The program shall include alcohol and drug abuse
35 education, recovery planning, recreational programming, group discussion for adolescents who have
36 abused alcohol and other drugs within a supportive residential environment, linkages to school districts
37 for the continuation of education, vocational planning referrals to appropriate ancillary services, and

1 | aftercare or continuing support as needed. CONTRACTOR shall provide services to Clients with co-
2 | occurring disorders and ensure that such services address the relationship between the multiple
3 | diagnoses throughout treatment. Residential treatment shall include twenty-four (24) hour structure
4 | with available trained personnel, seven days a week, including a minimum of five (5) hours of clinical
5 | service a week to prepare Client for outpatient treatment. A minimum of one (1) clinical service must
6 | be provided daily for each Client. Residential Treatment program shall consist of the following:

7 | 1. Intake – The process of determining that a Client meets the medical necessity criteria and a
8 | Client is admitted into a substance use disorder treatment program. Intake includes the evaluation or
9 | analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of
10 | treatment needs to provide medically necessary services. Intake may include a physical examination
11 | and laboratory testing necessary for substance use disorder treatment.

12 | 2. Program Orientation – Upon admission into the Program, CONTRACTOR shall provide an
13 | orientation of the program for both the Client and involved family members. The Program Orientation
14 | shall include, but not be limited to:

- 15 | a. Overview of Program structure and schedules
- 16 | b. Program rules and regulations
- 17 | c. Policies regarding Client fees
- 18 | d. Client rights
- 19 | e. Assignment of a counselor
- 20 | f. Staff Code of Conduct
- 21 | g. Continuing care services

22 | 3. Individual Counseling – Contacts between a Client and a therapist or counselor.

23 | 4. Group Counseling – Face-to-face counseling in which one or more therapists or counselors
24 | treat two or more clients at the same time with a maximum of twelve (12) in the group, focusing on the
25 | needs of the individuals served.

26 | 5. Family Therapy – Including a Client's family members and loved ones in the treatment
27 | process and providing education about factors that are important to the Client's recovery as well as to
28 | their own recovery.

29 | 6. Client Education – Provide research-based education on addiction, treatment, recovery and
30 | associated health risks.

31 | 7. Medication Storage – Facilities will store all Client medication and facility staff members
32 | will oversee Client's self-administration of medication.

33 | 8. Collateral Services – Sessions with therapists or counselors and significant persons in the
34 | life of the Client, focused on the treatment needs of the Client in terms of supporting the achievement of
35 | the Client's treatment goals. Significant persons are individuals that have a personal, not official or
36 | professional relationship with the client.

37 | 9. Crisis Intervention Services – Contact between a therapist or counselor and a Client in a

1 crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an
2 unforeseen event or circumstance which presents to the Client an imminent threat of relapse. Crisis
3 intervention services shall be limited to the stabilization of the Client's emergency situation.

4 10. Treatment Planning – CONTRACTOR shall prepare an individualized written treatment
5 plan, based upon information obtained in the intake and assessment process. The treatment plan will be
6 completed within ten (10) calendar days of admission and then updated every subsequent ninety (90)
7 calendar days unless there is a change in treatment modality or significant event that would then require
8 a new treatment plan. The treatment plan shall include:

- 9 a. A statement of problems to be addressed;
- 10 b. Goals to be reached which address each problem;
- 11 c. Action steps which will be taken by the CONTRACTOR and/or Client to accomplish
12 identified goals;
- 13 d. Target dates for accomplishment of action steps and goals;
- 14 e. A description of services, including the proposed interventions (e.g. individual
15 counseling, group counseling, case management, etc.) to be provided and the frequency and duration
16 thereof;
- 17 f. Treatment plans have specific quantifiable goal/treatment objectives related to the
18 Client's substance use disorder diagnosis and multidimensional assessment;
- 19 g. The assignment of a primary therapist or counselor;
- 20 h. The Client's diagnosis as documented by the Medical Director or LPHA; and
- 21 i. If a Client has not had a physical examination within the 12-month period prior to the
22 Client's admission to treatment date, a goal that the Client have a physical examination.

23 11. Structured Therapeutic Activities – CONTRACTOR shall provide organized program
24 activities that are designed to meet treatment goals and objectives for increased social responsibility,
25 self-motivation, and integration into the larger community. Residential Treatment Services shall consist
26 of a minimum of twenty (20) hours of structured activity per week.

27 12. Case Management – Case Management services may be provided by a LPHA or registered/
28 certified counselor and will be provided based on the frequency documented in the individualized
29 treatment plan. Case management shall provide advocacy and care coordination to physical health,
30 mental health, transportation, housing, vocational, educational, and transition services for reintegration
31 into the community. CONTRACTOR shall provide Case Management services for the Client during
32 treatment, transition to other levels of care and follow-ups, to encourage the Client to engage and
33 participate in an appropriate level of care or Recovery Services after discharge. Case Management
34 becomes the responsibility of the next treating provider after successful transition to a different level of
35 care. Contractor shall ensure that Case Management services focus on coordination of SUD care,
36 integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the
37 criminal justice system, if needed. Case Management services may be provided face-to-face, by

1 telephone, or by telehealth with the Client and may be provided anywhere in the community.

2 13. Evidence Based Practices (EBPs) – CONTRACTOR will implement at least two of the
3 following EBPs. The required EBPs include:

4 a. Motivational Interviewing: A Client-centered, empathetic, but directive counseling
5 strategy designed to explore and reduce a person's ambivalence toward treatment. This approach
6 frequently includes other problem-solving or solution-focused strategies that build on Clients' past
7 successes.

8 //

9 b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral
10 reactions are learned and that new ways of reacting and behaving can be learned.

11 c. Relapse Prevention: A behavioral self-control program that teaches individuals with
12 substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be
13 used as a stand-alone substance use treatment program or as an aftercare program to sustain gains
14 achieved during initial substance use treatment.

15 d. Trauma-Informed Treatment: Services must take into account an understanding of
16 trauma, and place priority on trauma survivors' safety, choice and control.

17 e. Psycho-Education: Psycho-educational groups are designed to educate Clients about
18 substance abuse, and related behaviors and consequences. Psycho-educational groups provide
19 information designed to have a direct application to Clients' lives; to instill self-awareness, suggest
20 options for growth and change, identify community resources that can assist Clients in recovery, develop
21 an understanding of the process of recovery, and prompt people using substances to take action on their
22 own behalf.

23 14. MAT – CONTRACTOR will have procedures for linkage/integration for beneficiaries
24 requiring MAT. CONTRACTOR shall provide additional MAT services, which shall include the
25 assessment, treatment planning, ordering, prescribing, administering, and monitoring of all medications
26 for SUDs. Medically necessary services are provided in accordance with an individualized treatment
27 plan determined by a licensed physician or LPHA working within their scope of practice.

28 15. Care Coordination for Mental and Physical Health – Programs must screen for mental
29 health issues and provide or refer for needed services. CONTRACTOR shall notify Client's medical
30 home provider of Client's admission to treatment within seven (7) days of admission and request
31 medical records/ physical exam. If Client does not have a medical home, identifying one shall be on the
32 treatment plan.

33 16. Physician Consultation Services – CONTRACTOR will have access to Physician
34 Consultation Services defined as DMC physicians' consulting with addiction medicine physicians,
35 addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist
36 DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for
37 specific DMC-ODS beneficiaries. Physician consultation services may address medication selection,

1 dosing, side effect management, adherence, drug interactions, or level of care considerations.
 2 ADMINISTRATOR will provide one (1) or more physicians or pharmacists to provide consultation
 3 services.

4 17. Discharge Services – The process to prepare the Client for referral into another level of
 5 care, post treatment return or reentry into the community, and/or the linkage of the individual to
 6 essential community treatment, housing and human services. CONTRACTOR shall develop written
 7 procedures regarding Client discharge. CONTRACTOR shall provide or arrange for transportation of
 8 //
 9 Clients to aftercare destination. CONTRACTOR shall begin discharge planning immediately upon
 10 enrollment.

11 a. Discharge Plan – CONTRACTOR shall develop a formal discharge plan within
 12 fourteen (14) calendar days prior to Client’s planned discharge from the program. A discharge plan is to
 13 be completed for each Client, except a Client with whom the provider loses contact. The discharge plan
 14 shall be completed and signed by the CONTRACTOR staff and the Client. A copy of the discharge plan
 15 shall be provided to the Client and retained in the Client’s record.

16 b. Discharge Summary – The discharge summary is to be completed by the LPHA or
 17 counselor within thirty (30) calendar days of the date of the last face-to-face treatment contact with the
 18 Client.

19 18. Recovery Services – Clients may access recovery services after completing their course of
 20 treatment to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by
 21 telehealth with the Client and may be provided anywhere in the community. Recovery services shall be
 22 made available to DMC-ODS beneficiaries when a Medical Director or LPHA has determined that
 23 recovery services are medically necessary in accordance with their individualized treatment plan. The
 24 components of Recovery Services are:

25 a. Outpatient counseling services in the form of individual or group counseling to stabilize
 26 the Client and then reassess if the Client needs further care;

27 b. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;

28 c. Substance Abuse Assistance: Peer-to-peer services and relapse prevention;

29 d. Education and Job Skills: Linkages to life skills, employment services, job training, and
 30 education services;

31 e. Family Support: Linkages to childcare, parent education, child development support
 32 services, family/marriage education;

33 f. Support Groups: Linkages to self-help and support, spiritual and faith-based support;

34 g. Ancillary Services: Linkages to housing assistance, transportation, case management,
 35 individual services coordination.

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

1 20. Support Services – CONTRACTOR shall provide housekeeping, which may be done by
2 Clients; laundry access; and maintenance.

3 21. Supervision – CONTRACTOR shall provide adolescent Client supervision in accordance
4 with Community Care Licensing and CONTRACTOR’s policies and procedures.

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

7 23. Health, Medical, Psychiatric, And Emergency Services – CONTRACTOR shall ensure that
8 all persons admitted for Residential services have a health questionnaire completed using form DHCS
9 5103, or may develop their own form provided it contains, at a minimum, the information requested in
10 the DHCS 5103 form.

11 a. The health questionnaire is a Client's self-assessment of his/her current health status
12 and shall be completed by Client.

13 1) CONTRACTOR shall review and approve the health questionnaire form prior to
14 Client's admission to the program. The completed health questionnaire shall be signed and dated by
15 CONTRACTOR and Client, prior to admission.

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

17 b. CONTRACTOR shall, based on information provided by Client on the health
18 questionnaire form, refer Client to licensed medical professionals for physical and laboratory
19 examinations and reflect such on their Treatment Plan.

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

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

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

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

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

29 f. CONTRACTOR shall obtain a current tuberculosis (TB) result within seven (7) days of
30 admission or a copy of exam completed within six (6) months prior to admission. CONTRACTOR shall
31 provide TB services to the Clients by referral to the COUNTY or another appropriate provider. TB
32 services shall be provided within seven (7) calendar days of admission. These TB services shall consist
33 of the following:

34 1) Counseling with respect to TB;

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

37 3) Provision for, or referral of, infected Clients for medical evaluation, treatment and

1 clearance. CONTRACTOR shall ensure that a TB-infected Client is medically cleared prior to
2 commencing treatment.

3 g. CONTRACTOR shall have policies and procedures in place to screen for emergency
4 medical conditions and immediately refer beneficiaries to emergency medical care.

5 24. Transportation Services – CONTRACTOR shall transport Client, in CONTRACTOR’s
6 vehicle to locations that are considered necessary and/or important to the Client's treatment plan
7 including, but not limited to, Social Security Administration offices for Supplemental Security Income
8 (SSI) benefits and for non-emergency medical or mental health services, that require treatment at a
9 physician office, urgent care, or emergency room when an ambulance provider is not necessary or
10 required for transportation based on the level of severity and/or services required by the Client.
11 CONTRACTOR is to arrange for transportation of client upon discharge.

12 J. ALCOHOL AND/OR DRUG SCREENING

13 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
14 screening that includes random drug and/or alcohol testing upon admission to the program and
15 throughout the course of treatment. Additional frequency of alcohol and drug testing shall be
16 determined individually for each Client based on clinical appropriateness and should allow for rapid
17 response to the possibility of relapse. This policy shall be approved by ADMINISTRATOR. A Client
18 shall not be denied admittance to treatment for a positive alcohol and/or drug screen at admission if they
19 meet all other criteria for admission. CONTRACTOR shall:

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

22 b. All urine specimen collection shall be observed by same sex staff.

23 c. Document results of the drug screening in the Client's record.

24 2. Drug and/or alcohol test results should be used to assist in diagnosis, confirm clinical
25 impressions, help modify the treatment plan, and determine the extent of the Client’s reduction in
26 substance use. Clinical decisions should not be based solely on these results.

27 3. CONTRACTOR shall have a Relapse Plan policy, which shall be reviewed and approved
28 by ADMINISTRATOR, and will address the following:

29 a. Client relapse including when a Client is on the licensed premises after consuming
30 alcohol or using illicit drugs;

31 b. How the treatment stay and treatment plan of the Client will be adjusted to address the
32 relapse episode;

33 c. How the Client will be treated and supervised while under the influence of alcohol of
34 illicit drugs; and

35 d. Client discharge and continuing care plan, including when a residential facility
36 determines that a Client requires services beyond the scope of their license.

37 K. RESIDENTIAL LEVELS OF CARE – CONTRACTOR shall provide services in accordance

1 with one of the following ASAM-Designated Levels of Care:

2 1. 3.1 – Clinically Managed Low-Intensity Residential Services: Services provided under a
3 level 3.1 designation may include the following:

4 a. Clinical Component:

5 1) Planned clinical program activities (at least five (5) hours/week, minimum one (1)
6 clinical service per day) directed to stabilize the Client’s SUD symptoms, increase motivation, and
7 develop recovery skills:

8 //

9 2) Counseling and clinical monitoring to support involvement in productive daily
10 living activities;

11 3) Drug Screening and monitoring of medication adherence;

12 4) Recovery support services, including support for the affected family addiction
13 pharmacotherapy; and

14 b. Residential Component:

15 1) Structured recovery environment with twenty-four (24) hour staffing;

16 2) Community house meetings and responsibilities to promote community recovery
17 concepts and norms; and

18 3) Introduction of Client to local recovery community and resources

19 c. Support Systems:

20 1) Telephone or in-person consultation with a physician and emergency services
21 available twenty-four (24) hours/day, seven (7) days/week;

22 2) Direct affiliations with other levels of care with close coordination of transfer to
23 more intensive levels of care, medication management, and housing services; and

24 3) Ability to arrange for needed procedures as appropriate to the severity and urgency
25 of the Client’s condition—to include obtaining pharmacotherapy for psychiatric and anti-addiction
26 medications.

27 2. 3.3 – Clinically Managed Population Specific High-Intensity Residential Services: Services
28 provided under a Level 3.3 designation includes the following:

29 a. Clinical Component:

30 1) Daily clinical services (at least five (5) hours/week, minimum one (1) clinical
31 service per day) to improve Client’s ability to structure and organize daily living tasks and succeed in
32 productive daily activities such as work or school;

33 2) Clinical programming to stabilize Client’s addiction symptoms and develop recovery
34 skills, which may include a range of cognitive and/or behavioral therapies administered on an individual
35 and group basis;

36 3) Drug Screening and monitoring of medication adherence; and

37 4) Recovery support services, including support for the affected family.

- 1 b. Assessment: Level 3.3 programs are to provide a thorough biopsychosocial assessment
 2 c. Treatment Planning and Documentation
 3 d. Support Systems:
 4 1) Telephone or in-person consultation with a physician and emergency services
 5 available twenty-four (24) hours/day, seven (7) days/week;
 6 2) Direct affiliations with other levels of care with close coordination of transfer to
 7 more intensive levels of care, medication management, and housing services; and
 8 //
 9 3) Medical, psychiatric, psychological, laboratory and toxicology services available
 10 through consultation or referral.

11 3. 3.5 – Clinically Managed High-Intensity Residential Services: Services provided under a
 12 Level 3.5 designation may include the following:

- 13 a. Planned, evidence-based clinical program activities (at least five (5) hours a week,
 14 minimum one (1) clinical service per day) and professional services to stabilize addiction symptoms and
 15 develop recovery skills;
 16 b. Daily organized programming to improve Client’s ability to structure and organize
 17 tasks of daily living and recovery;
 18 c. Counseling and clinical monitoring to support involvement in productive daily living
 19 activities;
 20 d. Drug Screening and monitoring of medication adherence;
 21 e. Planned community reinforcement designed to foster prosocial values and community
 22 living skills;
 23 f. Recovery support services, including support for the affected family; and
 24 g. Addiction pharmacotherapy
 25 h. Increased care coordination with outside providers to address mental health needs of
 26 Clients necessitating a 3.5 level of care. These activities should be documented in the Client’s chart.

27 ~~— L. PERFORMANCE MEASURES AND OUTCOMES~~

28 ~~—— 1. CONTRACTOR shall achieve performance objectives for each Period, tracking and~~
 29 ~~reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.~~
 30 ~~ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the~~
 31 ~~objectives, and, therefore, revisions to objectives and services may be implemented by mutual Contract~~
 32 ~~between CONTRACTOR and ADMINISTRATOR. Performance outcome objectives for each Period~~
 33 ~~follow:~~

34 ~~—— a. Objective 1: CONTRACTOR shall provide effective residential treatment services to~~
 35 ~~Clients as measured by Retention and Completion Rates:~~

36 ~~—— 1) Retention is defined as a Client remaining in treatment for a period of thirty (30)~~
 37 ~~calendar days. Fifty percent (50%) of clients will be retained.~~

~~2) At least fifty percent (50%) of Clients who remain in the program for thirty (30) calendar days or more will complete the program as per the CalOMS discharge disposition.~~

~~b. Objective 2: CONTRACTOR shall provide effective residential treatment services to Clients as measured by satisfactory treatment progress at discharge:~~

~~1) Fifty percent (50%) of Clients discharged will have made satisfactory progress in treatment as per the CalOMS discharge disposition.~~

~~2) Fifty percent (50%) of Clients will have shown improvement in their pre- and post-administration scores on the Substance and Choices B (SACS B)~~

~~c. Objective 3: Ninety percent (90%) of Clients who complete a satisfaction survey will agree or strongly agree that they are "overall satisfied with the services received" and ninety percent (90%) of Clients surveyed will agree or strongly agree that they would recommend the program to someone they know.~~

~~d. Objective 4: CONTRACTOR shall provide linkage to the next level of care for Clients upon discharge. Seventy five percent (75%) of Clients who have discharged will be linked with a lower level of care within seven (7) days. Linkage rates for Clients who discharge will include all CalOMS standard discharge dispositions. All CalOMS administrative discharge dispositions will be excluded.~~

L. PERFORMANCE MEASURES AND OUTCOMES

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

a. Objective 1: CONTRACTOR shall provide effective residential treatment services to Clients as measured by Retention and Completion Rates:

1) Retention is defined as a Client remaining in treatment for a period of thirty (30) calendar days. Fifty percent (50%) of clients will be retained.

2) At least fifty percent (50%) of Clients who remain in the program for thirty (30) calendar days or more will successfully complete the program or leave with satisfactory progress as per the CalOMS discharge disposition.

b. Objective 2: CONTRACTOR shall provide effective residential treatment services to Clients as measured by satisfactory treatment progress at discharge:

1) Fifty percent (50%) of Clients discharged will have made satisfactory progress in treatment as per the CalOMS discharge disposition.

2) Fifty percent (50%) of Clients will have shown improvement in their pre- and post-administration scores on the Substance and Choices B (SACS B)

c. Objective 3: Ninety percent (90%) of Clients who complete a satisfaction survey will

1 agree or strongly agree that they are “overall satisfied with the services received” and ninety percent
 2 (90%) of Clients surveyed will agree or strongly agree that they would recommend the program to
 3 someone they know.

4 d. Objective 4: CONTRACTOR shall provide linkage to the next level of care for Clients
 5 upon discharge. Thirty percent (30%) of Clients who have discharged will be linked with a lower level
 6 of care within thirty (30) days. Linkage rates for Clients who discharge will include all CalOMS
 7 standard discharge dispositions. All CalOMS administrative discharge dispositions will be excluded.

8 M. MEETINGS – CONTRACTOR’s Executive Director and Chief Financial Officer or designees
 9 shall participate in monthly meetings facilitated by ADMINISTRATOR related to the provision of
 10 services pursuant to this Contract.

11 N. CULTURAL COMPETENCY – CONTRACTOR shall provide culturally competent services.
 12 CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that
 13 is culturally and linguistically appropriate for the population(s) served. CONTRACTOR must ensure
 14 that their policies, procedures, and practices are consistent with the principles outlined and are
 15 embedded in the organizational structure, as well as being upheld in day-to-day operations.
 16 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
 17 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring
 18 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and
 19 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are
 20 physically challenged.

21 O. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
 22 languages as determined by COUNTY. Language translation services must be available for beneficiaries
 23 and their involved family members, as needed. Whenever possible, bilingual/bicultural staff should be
 24 retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the
 25 clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff
 26 unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with
 27 non-bilingual staff. Salary savings resulting from such vacant positions may not be
 28 used to cover costs other than salaries and employees benefits unless otherwise authorized, in advance
 29 and in writing, by ADMINISTRATOR.

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

- 31 1. State Licensure and Certification
- 32 2. Business License
- 33 3. Conditional Use Permit (if applicable)
- 34 4. Fire clearance
- 35 5. Client rights
- 36 6. Grievance procedure
- 37 7. Employee Code of Conduct

1 8. Evacuation floor plan
2 9. Equal Employment Opportunity notices
3 10. Name, address, telephone number for fire department, crisis program, local law
4 enforcement, and ambulance service.

5 11. List of resources within Orange County which shall include medical, dental, mental health,
6 public health, social services and where to apply for determination of eligibility for Federal, State, or
7 County entitlement programs.

8 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

9 Q. Program shall utilize protocols developed and supported by the Medical Director. These
10 protocols shall provide procedures should a client's condition deteriorate and appear to need medical
11 intervention.

12 R. NO PROSELYTIZING POLICY – CONTRACTOR shall not conduct any proselytizing
13 activities, regardless of funding sources, with respect to any person who has been referred to
14 CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that
15 the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious
16 creed or cult, denomination or sectarian institution, or religious belief.

17 S. AUTHORITY – CONTRACTOR shall recognize the authority of Orange County Probation
18 Department (OCPD) as officers of the court, and shall extend cooperation to OCPD within the
19 constraints of CONTRACTOR's program of Substance Use Disorder Residential Treatment Services.

20 T. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,
21 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
22 shall specify that the facility is "smoke free" and Clients are prohibited from smoking at all times. The
23 policy shall also specify that vaping is prohibited at all times.

24 U. CLIENT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a resident
25 sign in/out log for all Clients, who leave the residential facility for a treatment service, day or overnight
26 pass, or other activities.

27 V. VISITATION POLICY – CONTRACTOR shall establish a written Visitation Policy, which
28 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
29 following:

- 30 1. Sign in logs;
- 31 2. Visitation hours; and
- 32 3. Designated visiting areas at the facility.

33 W. GOOD NEIGHBOR POLICY – ADMINISTRATOR has established a Good Neighbor Policy
34 for the purpose of identifying community impacts and measures to mitigate those impacts. The Good
35 Neighbor Policy is a set of principles and activities designed to provide a consistent means of
36 communication between facilities that provide client services and their respective neighbors. The Good
37 Neighbor Policy is applicable for Residential Programs when CONTRACTOR provides service to

1 County residents and the services have a potential impact including but not limited to community safety,
2 cleanliness, and security in the surrounding neighborhood(s).

3 a. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor
4 Policy, attached hereto as Exhibit E.

5 b. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent
6 possible. In addition, each facility shall develop a written procedure for the handling of neighborhood
7 complaints which shall be approved by ADMINISTRATOR. Approved procedure must be available
8 onsite, readily accessible upon request, and include ADMINISTRATOR's contact information as
9 provided.

10 c. Non-compliance with this Paragraph and Exhibit E shall constitute a material breach of
11 this Contract and constitute cause for immediate termination of this Contract.

12 X. TRANSGENDER POLICY – CONTRACTOR shall establish a written Transgender Policy,
13 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited
14 to, the following:

- 15 1. Admission
- 16 2. Housing arrangement
- 17 3. Bathroom privacy
- 18 4. Drug testing

19 Y. MEDICATION POLICY – CONTRACTOR shall establish a written Medication Policy, which
20 shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to
21 the securing, handling, and administration of medication(s) prescribed to the Client. The policy shall
22 address Medications that are prescribed for substance and mental health disorders and medications
23 disallowed by CONTRACTOR. Clients shall be allowed to have Medications during their stay with the
24 program, and/or to have the ability to get refill(s).

25 Z. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at
26 minimum one (1) Naloxone Nasal Spray for the treatment of known or suspected opioid overdose. At
27 least one (1) staff per shift shall be trained in administering the Naloxone Nasal Spray. Naloxone Nasal
28 Spray is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency
29 medical assistance in the event of a suspected, potentially life-threatening opioid emergency.

30 AA. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
31 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

32 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
33 a unique password. Tokens and passwords will not be shared with anyone.

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

36 //

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

1 Token for each staff member assigned a Token.

2 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
3 conditions:

- 4 a. Token of each staff member who no longer supports this Contract;
- 5 b. Token of each staff member who no longer requires access to IRIS;
- 6 c. Token of each staff member who leaves employment of CONTRACTOR;
- 7 d. Token is malfunctioning; or,
- 8 e. Termination of this Contract.

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

11 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through
12 acts of negligence.

13 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
14 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
15 available, and if applicable.

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

19 AC. CONTRACTOR shall ensure that all staff responsible for input into IRIS are to complete IRIS
20 New User Training.

21 AD. CONTRACTOR shall conduct Supervisory Review of Client records at minimum upon
22 admission, at thirty (30) calendar day intervals, and upon discharge in accordance with procedures
23 developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies
24 with all federal, state, and local guidelines and standards.

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

- 30 1. Designate the responsible position(s) in your organization for managing the funds allocated
31 to the program;
- 32 2. Maximize the use of the allocated funds;
- 33 3. Ensure timely and accurate reporting of monthly expenditures;
- 34 4. Maintain appropriate staffing levels;
- 35 5. Request budget and/or staffing modifications to the Contract;
- 36 6. Effectively communicate and monitor the program for its success;
- 37 7. Track and report expenditures electronically;

1 8. Maintain electronic and telephone communication between CONTRACTOR and
2 ADMINISTRATOR; and,

3 9. Act quickly to identify and solve problems.

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

8 AG. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR'S Implementation
9 Plan as approved by DHCS.

10 AH. CONTRACTOR's administrative staff holiday schedule shall be consistent with COUNTY's
11 holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

12 AI. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
13 any significant program changes.

14 AJ. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
15 Services Paragraph of this Exhibit A to the Contract.

16 VI. STAFFING

17
18 A. CONTRACTOR shall ensure that all clinical staffing, including those providing direct Client
19 services, meet the requirements of Title 22, Title 9 of the CCR and DMC 2020 Waiver as it exists now
20 or may hereafter be amended or changed and all standards of the Department of Health Care Services.

21 B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the
22 performance of services pursuant to the Contract.

23 C. CONTRACTOR shall provide twenty-four (24) hour supervision with at least two (2) staff
24 members on-site at all times.

25 D. Professional staff shall be licensed, registered, certified or recognized under California scope of
26 practice statutes. Professional staff shall provide services within their individual scope of practice and
27 receive supervision required under their scope of practice laws.

28 E. Non-professional staff shall receive appropriate onsite orientation and training prior to
29 performing assigned duties. Non-professional staff shall be supervised by professional and/or
30 administrative staff.

31 F. Professional and Non-professional staff are required to have appropriate experience and any
32 necessary training at the time of hiring.

33 G. Registered and certified SUD counselors shall adhere to all requirements in CCR, Title 9,
34 Division 4, Chapter 8.

35 //

36 //

37 H. Pursuant to the CCR, Title 9, Division 4, Chapter 8, Subchapter 2, at least thirty percent (30%)

1 of CONTRACTOR staff providing counseling services shall be licensed or certified. All other
2 counseling staff shall be registered.

3 I. CONTRACTOR must have a Substance Use Medical Director who, prior to the delivery of
4 services under this CONTRACT with COUNTY has enrolled with DHCS under applicable state
5 regulations, has been screened in accordance with 42 CFR 455.450(a) as a “limited” categorical risk
6 within a year prior to serving as a Medical Director under this CONTRACT.

- 7 1. The Medical Director’s responsibilities shall, at a minimum include all of the following:
- 8 a. Ensure that medical care provided by physicians, registered nurse practitioners, and
9 physician assistants meets the applicable standard of care;
 - 10 b. Ensure that physicians do not delegate their duties to non-physician personnel;
 - 11 c. Develop and implement medical policies and standards for the provider;
 - 12 d. Ensure that physicians, registered nurse practitioners, and physician assistants follow
13 the provider's medical policies and standards;
 - 14 e. Ensure that the medical decisions made by physicians are not influenced by fiscal
15 considerations;
 - 16 f. Ensure that provider's physicians and LPHAs are adequately trained to perform
17 diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for
18 beneficiaries;
 - 19 g. Ensure that provider's physicians are adequately trained to perform other physician
20 duties, as outlined in this section.
 - 21 h. Ensuring the physical examination requirements are met for Clients as follows: if a
22 Client had a physical examination within the twelve month period prior to the Client’s admission to
23 treatment date, the physician or registered nurse practitioner or physician’s assistant (physician
24 extenders) shall review documentation of the Client's most recent physical examination within 30
25 calendar days of the Client’s admission to treatment date. As an alternative, the physician or physician
26 extender may perform a physical examination of the Client within 30 calendar days of the Client's
27 admission to treatment date. Written roles and responsibilities and a code of conduct for the medical
28 director shall be clearly documented, signed and dated by a provider representative and the physician by
29 way of a subcontractor Contract.

30 2. The substance use disorder medical director may delegate his/her responsibilities to a
31 physician consistent with the provider's medical policies and standards; however, the substance use
32 disorder medical director shall remain responsible for ensuring all delegated duties are properly
33 performed.

34 3. Written roles and responsibilities and a code of conduct for the Medical Director shall be
35 clearly documented, signed and dated by a provider representative and the physician.

36 //

37 J. CONTRACTOR’s certification to participate in the DMC program shall automatically terminate

1 in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud,
2 abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo
3 contendere.

4 K. VOLUNTEERS/STUDENT INTERNS

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

7 a. Unless waived by ADMINISTRATOR, prior to providing services pursuant to this
8 Contract, interns shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree
9 in a related field or be participating in any state recognized counselor certification program.
10 Additionally, volunteers or student interns must be AOD registered or certified.

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

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

15 2. CONTRACTOR shall provide a minimum of one (1) hour of supervision for each ten (10)
16 hours of treatment for Student Interns providing substance use services. CONTRACTOR shall provide
17 supervision to volunteers as specified in the respective job descriptions or work contracts.

18 3. If utilizing the services of volunteers or student interns, CONTRACTOR shall implement
19 procedures which address the following: recruitment; screening; selection; training and orientation;
20 duties and assignments; scope of practice; supervision; evaluation; and Client confidentiality.

21 L. CONTRACTOR shall develop a policy governing supervision of staff that will be approved by
22 the ADMINISTRATOR. That policy will address the training needs and requirements of all staff.

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

28 N. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for
29 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
30 limited to: standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of
31 sexual conduct with Clients; prohibition of forging or falsifying documents or drug tests; and real or
32 perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought
33 to the ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant
34 to this Contract all employees, volunteers, and interns shall agree in writing to maintain the standards set
35 forth in the said Policies and Procedures. A copy of the said Policies and Procedures shall be posted in
36 writing in a prominent place in the treatment facility and updated annually by the Board of Directors.

37 O. STAFF/VOLUNTEER/INTERN SCREENING

1 1. CONTRACTOR shall provide pre-employment screening of any staff person providing
 2 services pursuant to this Contract. All new staff, volunteers, and interns shall pass a one-time “live scan”
 3 finger printing background check prior to employment. In addition, all staff shall be subject to sanction
 4 screening as referenced in the Compliance paragraph on a bi-annual basis. All staff shall also be
 5 screened via the following websites: Megan’s Law, OC Courts and OC Sheriff’s Department on an
 6 annual basis. The results of the finger printing will be sent directly from the Department of Justice
 7 (DOJ) to CONTRACTOR. DOJ results along with website reviews must be documented in staff file.
 8 ADMINISTRATOR may change this approval mechanism at their discretion.

9 2. All staff/volunteers/interns, prior to hiring, shall meet the following requirements:
 10 a. No person shall have been convicted of a sex offense for which the person is required to
 11 register as a sex offender under California Penal Code Section 290;
 12 b. No person shall have been convicted of an arson offense violation of Penal Code
 13 sections 451, 451.1, 451.5, 452, 453.1, 453, 454, or 455;
 14 c. No person shall have been convicted of any violent felony as defined in Penal Code,
 15 Section 667.5, which involves doing bodily harm to another person, for which the staff member was
 16 convicted within five (5) years prior to employment;
 17 d. No person shall be on parole or probation;
 18 e. No person shall have participated in the criminal activities of a criminal street gang
 19 and/or prison gang; and,
 20 f. No person shall have prior employment history of improper conduct, including but not
 21 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
 22 inappropriate behavior with staff or residents at another treatment facility.

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

26 P. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All staff
 27 training shall be documented and maintained as part of the training plan, and shall adhere to
 28 requirements set forth by HCA Authority and Quality Improvement Services Policies and Procedures.

29 1. All personnel shall be trained or shall have experience which provides knowledge of the
 30 skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and
 31 effective job performance:
 32 a. General knowledge of alcohol and/or drug abuse and alcoholism and the principles of
 33 recovery;
 34 b. Housekeeping and sanitation principles;
 35 c. Principles of communicable disease prevention and control;
 36 d. Recognition of early signs of illness and the need for professional assistance;
 37 e. Availability of community services and resources;

1 f. Recognition of individuals under the influence of alcohol and/or drugs; and

2 g. Principles of nutrition, food preparation and storage, and menu planning.

3 3. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all
4 program staff including administrator, volunteers and interns having direct contact with Clients shall
5 have:

6 a. Annual County Compliance Training;

7 b. A minimum of one (1) hour training in cultural competence.

8 4. In addition to the above, CONTRACTOR shall ensure that all treatment staff complete:

9 a. Professional staff (Licensed Professionals of the Healing Arts), including Medical
10 Directors, shall receive a minimum of five (5) hours of continuing education related to addiction
11 medicine annually;

12 b. Training in the ASAM criteria prior to providing services;

13 c. New Provider Training/Annual Provider Training prior to providing services and on an
14 annual basis;

15 d. DMC documentation training within 90 days of hire is required for all clinical staff, all
16 on-site Quality Management staff, and all supervisors;

17 e. Annual training in the two (2) minimum evidence based practices utilized at the
18 program;

19 f. Naloxone Administration Training;

20 g. CPR Training; and,

21 h. Additional trainings as required by ADMINISTRATOR.

22 Q. PERSONNEL FILES – CONTRACTOR shall maintain personnel files for each staff persons,
23 including management and other administrative positions, subcontractors, and volunteers/interns, both
24 direct and indirect to the Contract. All personnel files shall be complete and made readily accessible to
25 ADMINISTRATOR for purposes of audits and investigations or any other reason deemed necessary by
26 ADMINISTRATOR. Personnel files shall include, but not be limited to:

27 1. Application for employment and/or resume;

28 2. Signed employment confirmation statement/duty statement;

29 3. Job description;

30 4. Performance evaluations;

31 5. Health records/status as required by the provider, AOD Certification or Title 9;

32 6. Other personnel actions (e.g. commendations, discipline, status change, employment
33 incidents and/or injuries);

34 7. Training documentation relative to substance use disorders and treatment;

35 8. Current registration, certification, intern status, or licensure;

36 9. Proof of continuing education required by licensing or certifying agency and program; and

37 10. CONTRACTOR's Code of Conduct.

1 R. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
2 any staffing vacancies, staffing changes that are reported to the State, including but not limited to: name
3 changes or staff becoming licensed that occur during the term of the Contract. CONTRACTOR's
4 notification shall include at a minimum the following information: employee name(s), position title(s),
5 date(s) of resignation or licensing, date(s) of hire, and a description of recruitment activity.

6 S. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance,
7 of any new staffing changes; including promotions, temporary FTE changes and internal or external
8 temporary staffing assignment requests that occur during the term of the Contract.

9 T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
10 Staffing Paragraph of this Exhibit A to the Contract.

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37

EXHIBIT B
 TO CONTRACT FOR PROVISION OF
 ADOLESCENT WITHDRAWAL MANAGEMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER
 JANUARY 7, 2022 THROUGH JUNE 30, 2024

I. COMMON TERMS AND DEFINITIONS

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

1. Access Log means entering each person's initial contact date, intake date and date of first service, level of care and any other information requested by County into the Access Log as an IRIS component.

2. American Society of Addiction Medicine (ASAM) Criteria is a comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions.

3. ASAM-Designated Levels of Care means a designation that is issued by State Department of Health Care Services (DHCS) to a residential program based on the services provided at the facility. For the purposes of this Contract, CONTRACTOR shall provide services in accordance with the following ASAM-Designated Level of Care:

a. 3.2 - Clinically Managed Residential Withdrawal Management means twenty-four (24) hour support to complete withdrawal management and increase likelihood of continuing treatment and recovery.

4. Bed Day means one (1) calendar day during which CONTRACTOR provides services as described in this Exhibit B of the Contract. If admission and discharge occur on the same day, one (1) Bed Day will be charged.

5. California Outcomes Measurement System (CalOMS) is a statewide Client-based data collection and outcomes measurement system required by the State to effectively manage and improve the provision of alcohol and drug treatment services at the state, county, and provider levels.

6. Case Management means services that assist a Client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

7. Client means adolescents between twelve (12) and seventeen (17) years of age, with a substance use disorder, for whom a COUNTY-approved intake and admission for Withdrawal Management services, as appropriate, have been completed pursuant to the Contract.

//

1 8. Clinical Component means services designed to improve a Client's ability to structure and
2 organize tasks of daily living and recovery.

3 9. Completion means the completion of the Residential Treatment Services program whereby
4 the Client has successfully completed all goals and objectives documented in the Client's treatment plan.

5 10. Collateral Services means sessions with significant persons in the life of a Client, focused
6 on the treatment needs of the Client in terms of supporting the achievement of the Client's treatment
7 goals. Significant persons are individuals that have a personal, not official or professional, relationship
8 with the Client.

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

11 12. Drug and Alcohol Treatment Access Report (DATAR) is the Department of Health Care
12 Services (DHCS) system used to collect data on Substance Use Disorder (SUD) treatment capacity and
13 waiting lists.

14 13. Drug Medi-Cal is the organized delivery of health care services for Medicaid eligible
15 individuals with substance use disorders (SUD).

16 14. Early Periodic Screening, Diagnostic and Treatment (EPSDT) means the federally
17 mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than twenty-one
18 (21) years of age to receive any Medicaid service necessary to correct or help to improve a defect,
19 mental illness, or other condition, such as a substance-related disorder, that is discovered during a health
20 screening.

21 15. Incidental Medical Services means optional services, approved by DHCS to be provided at
22 a licensed alcoholism or drug use residential treatment facility by or under the supervision of a LPHA
23 that addresses medical issues associated with either detoxification or substance use.

24 16. Intake means the initial face-to-face meeting between a Client and CONTRACTOR staff in
25 which specific information about the Client is gathered and standard admission forms pursuant to this
26 Contract.

27 17. Integrated Records Information System (IRIS) is a collection of applications and databases
28 that serve the needs of programs within HCA and includes functionality such as registration and
29 scheduling, laboratory information system, invoices and reporting capabilities, compliance with
30 regulatory requirements, electronic medical records, and other relevant applications.

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

34 19. Licensed Practitioner of the Healing Arts (LPHA) means any Physician, Nurse
35 Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical
36 Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed
37 //

1 Marriage and Family Therapists, or Licensed Eligible Practitioners working under the supervision of
2 Licensed Clinicians.

3 20. Medication means those medications that are needed to maintain Client's health, and
4 without which there could be medical or mental health consequences to the Client.

5 21. Medication-Assisted Treatment (MAT) Services means the use of Federal Drug
6 Administration-approved medications in combination with behavioral therapies to provide a whole
7 Client approach to treating substance use disorders

8 22. Notice of Adverse Benefit Determination (NOABD) means a formal communication to the
9 Medi-Cal beneficiary of any action regarding their Mental Health Plan or Drug Medi-Cal services and
10 their right to appeal, consistent with 42 CFR 438.404 and 438.10.

11 23. Perinatal means the condition of being pregnant or up to sixty (60) days Postpartum.

12 24. Residential Treatment Services (RTS) means alcohol and other drug treatment services that
13 are provided to Clients at a twenty-four (24) hour residential program. Services are provided in an
14 alcohol and drug free environment and support recovery from alcohol and/or other drug related
15 problems. These services are provided in a non-medical, licensed residential setting that has been
16 certified by DHCS.

17 25. Self-Help Meetings means a non-professional, peer participatory meeting formed by people
18 with a common problem or situation offering mutual support to each other towards a goal or healing or
19 recovery.

20 26. Substance Use Disorder (SUD) means a condition in which the use of one or more
21 substances leads to a clinically significant impairment or distress as specified in the most current edition
22 of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American
23 Psychiatric Association.

24 27. Telehealth between provider and Client means office or outpatient visits via interactive
25 audio and video telecommunication systems. Telehealth between providers means communication
26 between two providers for purpose of consultation, performed via interactive audio and video
27 telecommunication systems

28 28. Token means the security device which allows an end-user to access ADMINISTRATOR's
29 computer based IRIS.

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

32 **II. PAYMENTS**

33
34 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
35 pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates
36 of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all other
37 COUNTY CONTRACTORS for all substance use disorder treatment services for substance users shall

1 not exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of the
 2 Contract; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable
 3 COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide
 4 services due to non-compliance with licensure and/or certification standards of the state or COUNTY,
 5 ADMINISTRATOR may elect to reduce COUNTY'S maximum obligation proportionate to the length
 6 of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance
 7 with all DMC billing and documentation requirements when entering Units of Service into COUNTY
 8 IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-
 9 compliant billing practices. If Corrective Action Plans (CAP) are not completed within timeframes as
 10 determined by ADMINISTRATOR, payments may be reduced accordingly.

11 1. For Medi-Cal services provided pursuant to the Contract, COUNTY shall claim
 12 reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are
 13 eligible.

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

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

21 4. For unfunded services provided to uninsured Clients pursuant to the Contract,
 22 CONTRACTOR will work with ADMINISTRATOR to obtain proof of a Medi-Cal denial. Any
 23 payment made by COUNTY to CONTRACTOR, which is unsupported by proof of a denial by the end
 24 of the current contract period, shall be repaid by CONTRACTOR to COUNTY in cash, or other
 25 authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or
 26 ADMINISTRATOR may elect to reduce any amount owed to CONTRACTOR by an amount not to
 27 exceed the reimbursement due COUNTY.

Mode of Service	Billable Unit	Rate per unit
Case Management	15-minute increments	\$34.30
Medication Assisted Treatment (MAT)	15-minute increments	\$105.00
Withdrawal Management Treatment 3.2	Per Bed Day	\$241.15

Withdrawal Management Room and Board 3.2	Per Bed Day	\$242.97
---	------------------------	---------------------

<u>Mode of Service</u>	<u>Billable Unit</u>	<u>Rate per unit</u>
<u>Case Management</u>	<u>15-minute increments</u>	<u>\$34.30</u>
<u>Medication Assisted Treatment (MAT)</u>	<u>15-minute increments</u>	<u>\$105.00</u>
<u>Withdrawal Management Treatment 3.2</u>	<u>Per Bed Day</u>	<u>\$276.30</u>
<u>Withdrawal Management Room and Board 3.2</u>	<u>Per Bed Day</u>	<u>\$302.53"</u>

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears provided, however, that the total of such payments shall not exceed the COUNTY’s Total Maximum Obligation. CONTRACTOR’s invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.

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

D. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source documentation that clearly show CONTRACTOR is entitled to compensation as a result of and in the performance of duties for COUNTY. Source documentation includes, but is not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Contract or is not in compliance with federal, state, or COUNTY regulations governing the provision of contracted services.

F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract.

G. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter Units of Service into the COUNTY IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) calendar days from notification by

1 ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall
 2 create a procedure to ensure separation of duties between the individual performing direct services
 3 (LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system.
 4 Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.

5 H. CONTRACTOR shall ensure compliance with all DMC billing and documentation
 6 requirements when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR shall
 7 withhold payment for non-compliant Units of Service, and may reduce, withhold or delay any payment
 8 associated with non-compliant billing practices.

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

12 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 13 Payments Paragraph of this Exhibit B to the Contract.

14 **III. RECORDS**

15 A. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 16 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
 17 type of service for which payment is claimed in accordance with generally accepted accounting
 18 principles.
 19

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

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

25 3. CLIENT FEES - Pursuant to 42 CFR 438.106, CONTRACTOR shall not collect fees from
 26 a Medi-Cal beneficiary or persons acting on behalf of the beneficiary for any SUD or related
 27 administrative services provided under this Contract, except to collect other health insurance coverage,
 28 share of cost, and co-payments. Drug Medi-Cal is payment in full for treatment services rendered for
 29 Medi-Cal beneficiaries.

30 B. CLIENT RECORDS - CONTRACTOR shall maintain adequate records in accordance with the
 31 licensing authority, DHCS, Youth Treatment Guidelines, the COUNTY Guidelines, California Code of
 32 Regulations (CCR), and ADMINISTRATOR's DMC-ODS Waiver Special Terms and Conditions
 33 (STC) on each individual Client in sufficient detail to permit an evaluation of services. Documentation
 34 of treatment episode information shall include documentation of all activities, services, sessions, and
 35 assessments, including but not limited to:

36 1. Documentation that Withdrawal Management for substance use disorders is appropriate for
 37 the Client. This shall include the Medical Director or LPHA's initial medical necessity determination for

1 the DMC-ODS benefit. Additionally, if the initial assessment is completed by a counselor, this includes
 2 a progress note documenting the face-to-face review or telehealth between the Medical Director or
 3 LPHA and the counselor to establish a beneficiary meets medical necessity criteria. Additionally the
 4 ASAM Criteria assessment will be applied to determine placement into the level of assessed services
 5 and documented in the Client record;

- 6 2. Intake and admission data, including, if applicable, a physical examination;
- 7 3. Treatment Plans;
- 8 4. Observation checks;
- 9 5. Re-assessments of client functioning based on ASAM criteria;
- 10 6. Progress notes;
- 11 7. Laboratory test orders and results;
- 12 8. Referrals;
- 13 9. Human Trafficking - each Client's chart shall contain the results of screening for victims of
 14 human trafficking (TVPA 2000);
- 15 10. Outcome measures and screening tools as determined by ADMINSTRATOR;
- 16 11. Discharge Plan;
- 17 12. Discharge Summary;
- 18 13. Any other information relating to the treatment services rendered to the Client; and
- 19 14. A sign-in sheet for every group counseling session.

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

22 **IV. REPORTS**

23 **A. MONTHLY PROGRAMMATIC**

24 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
 25 including information required and on a form approved or provided by ADMINISTRATOR, in
 26 conjunction with the billing described in the Payments paragraph of this Exhibit B of the Contract.
 27 These monthly programmatic reports should be received by ADMINISTRATOR no later than the
 28 twentieth (20th) calendar day of the month following the report month.
 29

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

35 3. FOLLOW-UPS – CONTRACTOR shall conduct follow-ups with Clients after discharge at
 36 intervals designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions
 37 to CONTRACTOR for follow up. CONTRACTOR shall track data on Client functioning which at

1 minimum shall include current substance use.

2 B. FISCAL

3 1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and
4 Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by
5 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's
6 program(s) or cost center(s) described in the Services Paragraph of Exhibit B to the Contract.
7 CONTRACTOR shall submit these reports by no later than twenty (20) calendar days following the end
8 of the month reported.

9 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
10 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
11 anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s)
12 described in the Services Paragraph of Exhibit B to the Contract. Such reports shall include actual
13 monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal
14 year. Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and
15 Revenue Reports

16 C. MONTHLY IRIS – CONTRACTOR shall input all Units of Service provided in COUNTY's
17 IRIS database for the preceding month no later than the fifth (5th) calendar day of the month following
18 the report month.

19 D. CalOMS - CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission
20 record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a
21 CalOMS discharge record in IRIS within seven (7) calendar days of Client discharge. CONTRACTOR
22 shall run a CalOMS error report and correct any errors within two (2) business days of submitting the
23 CalOMS admission or discharge, and continue to recheck until error free.

24 E. ACCESS LOG – CONTRACTOR shall track and enter information on requests for services
25 into IRIS.

26 F. LEVEL OF CARE SUMMARY– CONTRACTOR shall enter ASAM level of care summary
27 record into IRIS within five (5) calendar days on each ASAM level of care assessment completed.

28 G. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR and/or any
29 other State Department of Alcohol and Drug Programs Reporting System no later than the fifth (5th)
30 business day of the month following the report month.

31 H. ADDITIONAL REPORTS – CONTRACTOR shall make available additional reports, as
32 required by ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services
33 hereunder. ADMINISTRATOR will be specific as to the nature of the information requested and the
34 timeframe the information is needed.

35 I. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by
36 ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be
37 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY

1 harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of
2 said psychometrics.

3 J. CONTRACTOR shall submit reports as required by the ADMINISTRATOR and/or the State
4 and shall make all collected data available to ADMINISTRATOR upon request.

5 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Reports Paragraph of this Exhibit B to the Contract.

7 8 **V. SERVICES**

9 A. FACILITY – CONTRACTOR shall operate a Community Care Licensing (CCL) licensed and
10 DMC certified Adolescent Residential Withdrawal Management Treatment Services program in
11 accordance with the standards established by COUNTY, the State, DHCS, Youth Treatment Guidelines,
12 and the California Department of Social Services within the specifications stated below, unless
13 otherwise authorized by the ADMINISTRATOR. CONTRACTOR shall provide services within a
14 licensed and DMC certified adolescent facility that has been designated by DHCS as capable of
15 delivering care consistent with ASAM adolescent treatment criteria. Unless otherwise authorized in
16 writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours,
17 seven (7) days a week, twenty-four (24) hours per day, three hundred sixty-five (365) days a year.
18 Services shall be provided at the following location:

19
20 20302 Flanagan Road
21 Trabuco Canyon 92679
22

23 B. PERSONS TO BE SERVED – CONTRACTOR shall serve adolescents ages twelve (12)
24 through seventeen (17) years of age. Child Welfare dependents and Probation youth are eligible for
25 these services if they meet all other eligibility requirements under this Contract. A pregnant youth is
26 eligible for these services if they meet all other eligibility requirements under this Contract. When a
27 pregnant youth is admitted to treatment, the DHCS Perinatal Practice Guidelines are to be followed. In
28 order to receive services through the DMC-ODS, the Client must be enrolled in Medi-Cal, reside in
29 Orange County, and meet the medical necessity criteria outlined below. As COUNTY resources allow
30 and as approved by the ADMINISTRATOR, CONTRACTOR may serve Clients that are in the process
31 of applying for Medi-Cal or those Clients that are in the process of having Medi-Cal reinstated as long
32 as Clients reside in Orange County and meet medical necessity criteria as outlined below.
33 CONTRACTOR shall serve Clients who used substances within the past forty-eight (48) hours of
34 admission and who seek to recover by entering into a program of substance use disorder Adolescent
35 Residential Withdrawal Management Treatment Services. CONTRACTOR shall prioritize admission of
36 Orange County adolescents when beds are available.

37 C. MEDI-CAL ELIGIBILITY- MEDICAL NECESSITY

1 1. CONTRACTOR must verify the Medicaid eligibility determination of potential Clients.
 2 The verification shall be reviewed and approved by the ADMINISTRATOR prior to payment for
 3 services, unless the individual is eligible to receive services from tribal health programs operating under
 4 the Indian Self Determination and Education Assistance Act (ISDEAA - Pub.L 93-638, as amended) and
 5 urban Indian organizations operating under Title V of the IHCA. If the individual is eligible to receive
 6 services from tribal health programs operating under the ISDEAA, then the determination shall be
 7 conducted as set forth in the Tribal Delivery System - Attachment BB to the STCs. CONTRACTOR
 8 may accept uninsured persons with proof of Medi-Cal application.

9 2. The initial medical necessity determination for an individual to receive a DMC-ODS
 10 benefit must be performed through a face-to-face review or telehealth by a Medical Director or LPHA.

11 //

12 After establishing a diagnosis, the ASAM Criteria shall be applied by the diagnosing individual to
 13 determine placement into the level of assessed services.

14 3. All Clients shall meet the following medical necessity criteria in order to receive DMC-
 15 ODS services:

16 a. Client shall have received a diagnosis from the Diagnostic and Statistical Manual of
 17 Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the
 18 exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; and,

19 b. Client shall meet the ASAM Criteria definition of medical necessity for services based
 20 on the ASAM Criteria.

21 4. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic
 22 Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries
 23 under the age of twenty-one (21) are eligible to receive all appropriate and medically necessary services
 24 need to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid
 25 authority, even if they do not meet criteria for a substance use disorder (SUD) diagnosis. This includes
 26 treatment for risky substance use and early engagement services. Nothing in the DMC-ODS overrides
 27 any EPSDT requirements. CONTRACTOR is responsible for the provision of services pursuant to the
 28 EPSDT mandate. Beneficiaries under age twenty-one (21) are eligible for DMC-ODS services without a
 29 diagnosis from the DSM for Substance-Related and Addictive Disorders.

30 D. ADMISSIONS

31 1. CONTRACTOR shall accept any person with Orange County Medi-Cal who is physically
 32 and mentally able to comply with the program's rules and regulations. Said persons shall include
 33 persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-occurring
 34 diagnosis. Persons with co-occurring disorders and others who require prescribed medication shall not
 35 be precluded from acceptance or admission solely based on their licit use of prescribed medications.
 36 Treatment program shall be accessible to people with disabilities in accordance with Title 45, Code of
 37 Federal Regulations (herein referred to as CFR), Part 84.4 and the Americans with Disabilities Act.

1 2. Beneficiaries may contact CONTRACTOR directly to request services. Beneficiaries may
2 also be referred to CONTRACTOR by the 24/7 Beneficiary Access Line, network providers, and other
3 access points determined by ADMINISTRATOR. CONTRACTOR shall enter data regarding request
4 for service into an access log established by ADMINISTRATOR.

5 3. CONTRACTOR shall have policies and procedures in place to screen for emergency
6 medical conditions and immediately refer beneficiaries to emergency medical care.

7 4. CONTRACTOR shall have a policy that requires a Client who shows signs of any
8 communicable disease, or through medical disclosure during the intake process admits to a health
9 related problem that would put others at risk, to be cleared medically before services are provided.

10 5. ADMISSION POLICY – CONTRACTOR shall establish and make available to the public,
11 a written Admission Policy. CONTRACTOR’s Admission Policy shall reflect all applicable federal,
12 State, and COUNTY regulations. CONTRACTOR shall have the right to refuse admission of a person
13 only in accordance with its written Admission Policy; provided, however, CONTRACTOR complies
14 with the Nondiscrimination provisions of this Contract.

15 6. CONTRACTOR shall initiate services with reasonable promptness and shall have a
16 documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care,
17 including a system for addressing problems that develop regarding admission wait times.

18 E. INFORMING MATERIALS – CONTRACTOR is responsible for distributing Informing
19 Materials and provider lists that meet the content requirements of 42 CRF 438.100 to beneficiaries when
20 they first access SUD services through the DMC-ODS and on request.

21 F. SERVICES – CONTRACTOR shall provide medically necessary habilitative and rehabilitative
22 services in accordance with an individualized treatment plan prescribed by a licensed physician or
23 licensed prescriber. Withdrawal Management program shall consist of the following:

24 1. Intake – The process of determining that a Client meets the medical necessity criteria and is
25 admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of
26 substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs
27 to provide medically necessary services. Intake may include a physical examination and laboratory
28 testing necessary for substance use disorder treatment.

29 2. Program Orientation – Upon admission into the Program, CONTRACTOR shall provide an
30 orientation of the program for both the Client and involved family members. The Program Orientation
31 shall include, but not be limited to:

- 32 a. Overview of Program structure and schedules
- 33 b. Program rules and regulations
- 34 c. Policies regarding Client fees
- 35 d. Client rights
- 36 e. Assignment of a counselor
- 37 f. Staff Code of Conduct

1 g. Continuing care services

2 3. Observation –

3 a. At least two (2) staff members shall be assigned to the observation of Withdrawal
4 Management Clients at all times and be certified in cardiopulmonary resuscitation, first aid, and
5 Naloxone administration.

6 b. Staff shall physically check each Client for breathing by a face-to-face physical
7 observation at least every thirty (30) minutes at a minimum during the first seventy-two (72) hours
8 following admission. The close observation and physical checks shall continue beyond the initial
9 seventy-two (72) hour period for as long as the withdrawal signs and symptoms warrant. After twenty-
10 four (24) hours, close observations and physical checks may be discontinued or reduced based upon a
11 determination by a staff member trained in providing Withdrawal Management Services.
12 Documentation of the information that supports a decrease in close observation and physical checks
13 shall be recorded in the Client's file.

14 c. Documentation of observations and physical checks shall be recorded in a systematic
15 manner in the Client file including information supporting a decrease in observation and physical checks
16 and signature of staff.

17 d. Only program staff that have been trained in the provisions of Withdrawal Management
18 Services may conduct observations and physical checks of Clients receiving Withdrawal Management
19 Services. Training shall include information on detoxification medications, and signs and symptoms that
20 require referral to a higher level of care. Training shall also include first aid, cardiopulmonary
21 resuscitation, and Naloxone administration. Copies of detoxification training records shall be kept in
22 personnel files.

23 4. Individual Counseling – Contacts between a Client and a therapist or counselor.

24 5. Group Counseling – Face-to-face counseling in which one or more therapists or counselors
25 treat two or more clients at the same time with a maximum of twelve (12) in the group, focusing on the
26 needs of the individuals served.

27 6. Family Therapy – Including a Client's family members and loved ones in the treatment
28 process and providing education about factors that are important to the Client's recovery as well as to
29 their own recovery.

30 7. Client Education – Provide research-based education on addiction, treatment, recovery and
31 associated health risks.

32 8. Medication Storage – Facilities will store all Client medication and facility staff members
33 will oversee Client's self-administration of medication.

34 9. Collateral Services – Sessions with therapists or counselors and significant persons in the
35 life of the Client, focused on the treatment needs of the Client in terms of supporting the achievement of
36 the Client's treatment goals. Significant persons are individuals that have a personal, not official or
37 professional relationship with the client.

1 10. Crisis Intervention Services – Contact between a therapist or counselor and a Client in a
2 crisis. Services shall focus on alleviating crisis problems. “Crisis” means an actual relapse or an
3 unforeseen event or circumstance which presents to the Client an imminent threat of relapse. Crisis
4 intervention services shall be limited to the stabilization of the Client’s emergency situation.

5 11. Treatment Planning – CONTRACTOR shall prepare an individualized written treatment
6 plan, based upon information obtained in the intake and assessment process. The treatment plan will be
7 completed within twenty-four (24) hours of admission. The treatment plan shall include:

- 8 a. A statement of problems to be addressed;
- 9 b. Goals to be reached which address each problem;
- 10 c. Action steps which will be taken by the CONTRACTOR and/or Client to accomplish
11 identified goals;
- 12 d. Target dates for accomplishment of action steps and goals;
- 13 e. A description of services, including the proposed interventions (e.g. individual
14 counseling, group counseling, case management, etc.) to be provided and the frequency and duration
15 thereof;
- 16 f. Treatment plans have specific quantifiable goal/treatment objectives related to the
17 Client’s substance use disorder diagnosis and multidimensional assessment;
- 18 g. The assignment of a primary therapist or counselor;
- 19 h. The Client’s diagnosis as documented by the Medical Director or LPHA; and
- 20 i. If a Client has not had a physical examination within the 12-month period prior to the
21 Client’s admission to treatment date, a goal that the Client have a physical examination.

22 12. Structured Therapeutic Activities – CONTRACTOR shall provide organized program
23 activities that are designed to meet treatment goals and objectives for increased social responsibility,
24 self-motivation, and integration into the larger community.

25 13. Case Management – Case Management services may be provided by a LPHA or
26 registered/certified counselor and will be provided based on the frequency documented in the
27 individualized treatment plan. Case management shall provide advocacy and care coordination to
28 physical health, mental health, transportation, housing, vocational, educational, and transition services
29 for reintegration into the community. CONTRACTOR shall provide Case Management services for the
30 Client during treatment, along with transition to other levels of care and follow-ups, to encourage the
31 Client to engage and participate in an appropriate level of care after discharge. Case Management
32 becomes the responsibility of the next treating provider after successful transition to a different level of
33 care. CONTRACTOR shall ensure that Case Management services focus on coordination of SUD care,
34 and integration around primary care (especially for beneficiaries with a chronic SUD), and interaction
35 with the criminal justice system, if needed. Case Management services may be provided face-to-face, by
36 telephone, or by telehealth with the Client, and may be provided anywhere in the community.

37 14. Evidence Based Practices (EBPs) – CONTRACTOR will implement at least two (2) of the

1 following EBPs based on the timeline established in the COUNTY implementation plan. The two (2)
2 EBPs are per provider, per service modality. The required EBPs include:

3 a. Motivational Interviewing: A Client-centered, empathetic, but directive counseling
4 strategy designed to explore and reduce a person's ambivalence toward treatment. This approach
5 frequently includes other problem-solving or solution-focused strategies that build on Clients' past
6 successes.

7 b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral
8 reactions are learned and that new ways of reacting and behaving can be learned.

9 c. Relapse Prevention: A behavioral self-control program that teaches individuals with
10 substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be
11 //
12 used as a stand-alone substance use treatment program or as an aftercare program to sustain gains
13 achieved during initial substance use treatment.

14 d. Trauma-Informed Treatment: Services must take into account an understanding of
15 trauma, and place priority on trauma survivors' safety, choice and control.

16 e. Psycho-Education: Psycho-educational groups are designed to educate Clients about
17 substance abuse, and related behaviors and consequences. Psycho-educational groups provide
18 information designed to have a direct application to Clients' lives; to instill self-awareness, suggest
19 options for growth and change, identify community resources that can assist Clients in recovery,
20 develop an understanding of the process of recovery, and prompt people using substances to take action
21 on their own behalf.

22 15. MAT – CONTRACTOR will have procedures for linkage/integration for beneficiaries
23 requiring MAT. CONTRACTOR shall provide additional MAT services, which shall include the
24 assessment, treatment planning, ordering, prescribing, administering, and monitoring of all medications
25 for SUDs. Medically necessary services are provided in accordance with an individualized treatment
26 plan determined by a licensed physician or LPHA working within their scope of practice.

27 16. Physician Consultation Services – CONTRACTOR will have access to Physician
28 Consultation Services defined as DMC physicians' consulting with addiction medicine physicians,
29 addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist
30 DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for
31 specific DMC-ODS beneficiaries. Physician consultation services may address medication selection,
32 dosing, side effect management, adherence, drug interactions, or level of care considerations.
33 ADMINISTRATOR will provide one (1) or more physicians or pharmacists to provide consultation
34 services.

35 17. Discharge Services – The process to prepare the Client for referral into another level of
36 care, post treatment return or reentry into the community, and/or the linkage of the individual to
37 essential community treatment, housing and human services. CONTRACTOR shall develop written

1 | procedures regarding Client discharge. CONTRACTOR shall provide or arrange for transportation of
2 | Clients to aftercare destination. CONTRACTOR shall begin discharge planning immediately upon
3 | Client entering services.

4 | a. Discharge Plan – CONTRACTOR shall develop a formal discharge plan prior to
5 | Client's planned discharge from the program. A discharge plan is to be completed for each Client,
6 | except a Client with whom the provider loses contact. The discharge plan shall be completed and signed
7 | by the CONTRACTOR staff and the Client. A copy of the discharge plan shall be provided to the Client
8 | and retained in the Client's record.

9 | b. Discharge Summary – The discharge summary is to be completed by the LPHA or
10 | counselor.

11 | //

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

14 | 19. Support Services – CONTRACTOR shall provide housekeeping, laundry, maintenance and
15 | arrangements for emergency and non-emergency medical services.

16 | 20. Supervision – CONTRACTOR shall provide adolescent Client supervision in accordance
17 | with Community Care Licensing and CONTRACTOR's policies and procedures.

18 | 21. Health, Medical, Psychiatric and Emergency Services - CONTRACTOR shall ensure that
19 | all persons admitted for Withdrawal Management services have a health questionnaire completed using
20 | form DHCS 5103 form, or may develop their own form provided it contains, at a minimum, the
21 | information requested in the DHCS 5103 form.

22 | a) The health questionnaire is a Client's self-assessment of his/her current health
23 | status and shall be completed by Client.

24 | (1) CONTRACTOR shall review and approve the health questionnaire form
25 | prior to Client's admission to the program. The completed health questionnaire shall be signed and
26 | dated by CONTRACTOR and Client, prior to admission.

27 | (2) A copy of the questionnaire shall be filed in the Client's record.

28 | b) CONTRACTOR shall, based on information provided by Client on the health
29 | questionnaire form, refer Client to licensed medical professionals for physical and laboratory
30 | examinations as appropriate and reflect such on their Treatment Plan.

31 | (1) CONTRACTOR shall obtain a copy of Client's medical clearance or
32 | release prior to Client's admission to the program when applicable.

33 | (2) A copy of the referral and clearance shall be filed in the Client's file.

34 | c) CONTRACTOR shall provide directly or by referral: HIV education,
35 | voluntary, HIV antibody testing and risk assessment and disclosure counseling.

36 | d) The programs shall have written procedures for obtaining medical or
37 | psychiatric evaluation and emergency and non-emergency services.

1 e) The programs shall post the name, address, and telephone number for the fire
2 department, a crisis program, local law enforcement, and a paramedical unit or ambulance service.

3 f) CONTRACTOR shall have policies and procedures in place to screen for
4 emergency medical conditions and immediately refer beneficiaries to emergency medical care.

5 22. Transportation Services – CONTRACTOR shall transport Client, in CONTRACTOR’s
6 vehicle to locations that are considered necessary and/or important to the Client's treatment plan
7 including, but not limited to, Social Security Administration offices for Supplemental Security Income
8 (SSI) benefits and for non-emergency medical or mental health services, that require treatment at a
9 physician office, urgent care, or emergency room when an ambulance provider is not necessary or
10 required for transportation based on the level of severity and/or services required by the Client.
11 CONTRACTOR is to arrange for transportation of client upon discharge.

12 G. ALCOHOL AND/OR DRUG SCREENING

13 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
14 screening that includes random drug and/or alcohol testing upon admission to the program and
15 throughout the course of treatment. Additional frequency of alcohol and drug testing shall be
16 determined individually for each Client based on clinical appropriateness and should allow for rapid
17 response to the possibility of relapse. This policy shall be approved by ADMINISTRATOR. A Client
18 shall not be denied admittance to treatment for a positive alcohol and/or drug screen at admission if they
19 meet all other criteria for admission. CONTRACTOR shall:

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

22 b. All urine specimen collection shall be observed by same sex staff.

23 c. Document results of the drug screening in the Client's record.

24 2. Drug and/or alcohol test results should be used to assist in diagnosis, confirm clinical
25 impressions, help modify the treatment plan, and determine the extent of the Client’s reduction in
26 substance use. Clinical decisions should not be based solely on these results.

27 3. CONTRACTOR shall have a Relapse Plan policy, which shall be reviewed and approved
28 by ADMINISTRATOR, and will address the following:

29 a. Client relapse including when a Client is on the licensed premises after consuming
30 alcohol or using illicit drugs;

31 b. How the treatment stay and treatment plan of the Client will be adjusted to address the
32 relapse episode;

33 c. How the Client will be treated and supervised while under the influence of alcohol of
34 illicit drugs; and

35 d. Client discharge and continuing care plan, including when a residential facility
36 determines that a Client requires services beyond the scope of their license.

37 H. PERFORMANCE MEASURES AND OUTCOMES

1 1. CONTRACTOR shall achieve performance objectives for each Period, tracking and
 2 reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.
 3 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the
 4 objectives, and, therefore, revisions to objectives and services may be implemented by mutual Contract
 5 between CONTRACTOR and ADMINISTRATOR. Performance outcome objectives for each Period
 6 follow:

7 a. Objective 1: CONTRACTOR shall provide effective Withdrawal Management Services
 8 to Clients as measured by satisfactory treatment progress. Fifty percent (50%) of Clients discharged will
 9 have made satisfactory progress in treatment as per the CalOMS discharge disposition.

10 b. Objective 2: CONTRACTOR shall provide linkage to the next level of care for Clients
 11 upon discharge. Seventy-five percent (75%) of Clients who have discharged will be linked with a lower
 12 level of care within seven (7) days. Linkage rates for Clients who discharge will include all CalOMS
 13 standard discharge dispositions. All CalOMS administrative discharge dispositions will be excluded.

14 I. MEETINGS – CONTRACTOR’s Executive Director and Chief Financial Officer or designees
 15 shall participate in meetings facilitated by ADMINISTRATOR related to the provision of services
 16 pursuant to this Contract.

17 J. CULTURAL COMPETENCY – CONTRACTOR shall provide culturally competent services.
 18 CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that
 19 is culturally and linguistically appropriate for the population(s) served. CONTRACTOR must ensure
 20 that their policies, procedures, and practices are consistent with the principles outlined and are
 21 embedded in the organizational structure, as well as being upheld in day-to-day operations.
 22 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
 23 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring
 24 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and
 25 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are
 26 physically challenged.

27 K. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
 28 languages as determined by COUNTY. Language translation services must be available for
 29 beneficiaries and their involved family members, as needed. Whenever possible, bilingual/bicultural
 30 staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural
 31 composition of the clinical staffing does not meet the above requirement must be filled with bilingual
 32 and bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of
 33 those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be
 34 used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in
 35 advance, by ADMINISTRATOR.

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

37 1. State Licensure and Certification

- 1 2. Business License
- 2 3. Conditional Use Permit (if applicable)
- 3 4. Fire clearance
- 4 5. Client rights
- 5 6. Grievance procedure
- 6 7. Employee Code of Conduct
- 7 8. Evacuation floor plan
- 8 9. Equal Employment Opportunity notices
- 9 10. Name, address, telephone number for fire department, crisis program, local law
- 10 enforcement, and ambulance service.

11 //

12 11. List of resources within community which shall include medical, dental, mental health,
13 public health, social services and where to apply for determination of eligibility for Federal, State, or
14 County entitlement programs.

15 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

16 M. Program shall utilize protocols developed and supported by the Medical Director. These
17 protocols shall provide procedures should a client's condition deteriorate and appear to need medical
18 intervention.

19 N. NO PROSELYTIZING POLICY – CONTRACTOR shall not conduct any proselytizing
20 activities, regardless of funding sources, with respect to any person who has been referred to
21 CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that
22 the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious
23 creed or cult, denomination or sectarian institution, or religious belief.

24 O. AUTHORITY – CONTRACTOR shall recognize the authority of Orange County Probation
25 Department (OCPD) as officers of the court, and shall extend cooperation to OCPD within the
26 constraints of CONTRACTOR's program of substance use disorder residential services.

27 P. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy
28 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
29 shall specify that the facility is "smoke free" and Clients are prohibited from smoking at all times. The
30 policy shall also specify that vaping is prohibited at all times.

31 Q. VISITATION POLICY – CONTRACTOR shall establish a written Visitation Policy, which
32 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
33 following:

- 34 1. Sign in logs;
- 35 2. Visitation hours; and
- 36 3. Designated visiting areas at the Facility.

37 R. GOOD NEIGHBOR POLICY – ADMINISTRATOR has established a Good Neighbor Policy

1 for the purpose of identifying community impacts and measures to mitigate those impacts. The Good
 2 Neighbor Policy is a set of principles and activities designed to provide a consistent means of
 3 communication between facilities that provide client services and their respective neighbors. The Good
 4 Neighbor Policy is applicable for Residential Programs when CONTRACTOR provides service to
 5 County residents and the services have a potential impact including but not limited to community safety,
 6 cleanliness, and security in the surrounding neighborhood(s).

7 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor Policy,
 8 attached hereto as Exhibit E

9 2. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent possible. In
 10 addition, each facility shall develop a written procedure for the handling of neighborhood complaints
 11 //
 12 which shall be approved by ADMINISTRATOR. Approved procedure must be available onsite, readily
 13 accessible upon request, and include ADMINISTRATOR's contact information as provided.

14 3. Non-compliance with this Paragraph and Exhibit E shall constitute a material breach of this
 15 Contract and constitute cause for immediate termination of this Contract.

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

- 19 1. Admission
- 20 2. Housing arrangement
- 21 3. Bathroom privacy
- 22 4. Drug testing

23 T. MEDICATION POLICY – CONTRACTOR shall establish a written Medication Policy, which
 24 shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to
 25 the securing, handling, and administration of medication(s) prescribed to the Client. The policy shall
 26 address Medications that are prescribed for substance and mental health disorders and medications
 27 disallowed by CONTRACTOR. Clients shall be allowed to have Medications during their stay with the
 28 program, and/or to have the ability to get refill(s).

29 U. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available
 30 at each program site at minimum one (1) Naloxone Nasal Spray for the treatment of known or suspected
 31 opioid overdose. At least one (1) staff per shift shall be trained in administering the Naloxone Nasal
 32 Spray. Naloxone Nasal Spray is not a substitute for emergency medical care. CONTRACTOR shall
 33 always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid
 34 emergency.

35 V. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
 36 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

- 37 1. CONTRACTOR recognizes that a Token is assigned to a specific individual staff member

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

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

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

6 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
7 conditions:

- 8 a. Token of each staff member who no longer supports this Contract;
- 9 b. Token of each staff member who no longer requires access to IRIS;
- 10 c. Token of each staff member who leaves employment of CONTRACTOR;
- 11 d. Tokens malfunctioning; or,
- 12 e. Termination of the Contract

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

15 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through
16 acts of negligence.

17 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
18 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
19 available, and if applicable.

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

23 X. CONTRACTOR shall ensure that all staff responsible for input into IRIS are to complete IRIS
24 New User Training.

25 Y. CONTRACTOR shall conduct Supervisory Review of Client records at minimum upon
26 admission and discharge in accordance with procedures developed by ADMINISTRATOR.
27 CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local
28 guidelines and standards.

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

34 1. Designate the responsible position(s) in your organization for managing the funds allocated
35 to the program;

36 2. Maximize the use of the allocated funds;

37 3. Ensure timely and accurate reporting of monthly expenditures;

1 4. Maintain appropriate staffing levels;
 2 5. Request budget and/or staffing modifications to the Contract;
 3 6. Effectively communicate and monitor the program for its success;
 4 7. Track and report expenditures electronically;
 5 8. Maintain electronic and telephone communication between CONTRACTOR and
 6 ADMINISTRATOR; and,

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

12 AB. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR'S
 13 Implementation Plan as approved by DHCS.

14 AC. CONTRACTOR'S administrative staff holiday schedule shall be consistent with COUNTY'S
 15 holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

16 AD. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 17 any significant program changes.

18 AE. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 19 Services paragraph of this Exhibit B to the Contract.

20 **VI. STAFFING**

21
 22 A. CONTRACTOR shall ensure that all clinical staffing, including those providing direct Client
 23 services, meet the requirements of Title 22, Title 9 of the CCR and DMC 2020 Waiver as it exists now
 24 or may hereafter be amended or changed and all standards of the Department of Health Care Services.

25 B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the
 26 performance of services pursuant to the Contract.

27 C. CONTRACTOR shall provide twenty-four (24) hour awake supervision with at least two (2)
 28 staff members on-site at all times.

29 D. Professional staff shall be licensed, registered, certified or recognized under California scope of
 30 practice statutes. Professional staff shall provide services within their individual scope of practice and
 31 receive supervision required under their scope of practice laws.

32 E. Non-professional staff shall receive appropriate onsite orientation and training prior to
 33 performing assigned duties. Non-professional staff shall be supervised by professional and/or
 34 administrative staff.

35 F. Professional and Non-professional staff are required to have appropriate experience and any
 36 necessary training at the time of hiring.

37 G. Registered and certified SUD counselors shall adhere to all requirements in the CCR, Title 9,

1 | Division 4, Chapter 8.

2 | H. Pursuant to the CCR, Title 9, Division 4, Chapter 8, Subchapter 2, at least thirty percent (30%)
3 | of CONTRACTOR staff providing counseling services shall be licensed or certified. All other
4 | counseling staff shall be registered.

5 | I. CONTRACTOR must have a Substance Use Medical Director who, prior to the delivery of
6 | services under this CONTRACT with COUNTY has enrolled with DHCS under applicable state
7 | regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk
8 | within a year prior to serving as a Medical Director under this CONTRACT.

- 9 | 1. The Medical Director's responsibilities shall, at a minimum include all of the following:
- 10 | a. Ensure that medical care provided by physicians, registered nurse practitioners, and
11 | physician assistants meets the applicable standard of care;
- 12 | b. Ensure that physicians do not delegate their duties to non-physician personnel;
- 13 | c. Develop and implement medical policies and standards for the provider;
- 14 | d. Ensure that physicians, registered nurse practitioners, and physician assistants follow
15 | the provider's medical policies and standards;
- 16 | e. Ensure that the medical decisions made by physicians are not influenced by fiscal
17 | considerations;
- 18 | f. Ensure that provider's physicians and LPHAs are adequately trained to perform
19 | diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for
20 | beneficiaries;
- 21 | g. Ensure that provider's physicians are adequately trained to perform other physician
22 | duties, as outlined in this section.
- 23 | h. Ensuring the physical examination requirements are met for Clients as follows: if a
24 | Client had a physical examination within the twelve month period prior to the Client's admission to
25 | treatment date, the physician or registered nurse practitioner or physician's assistant (physician
26 | extenders) shall review documentation of the Client's most recent physical examination within 30
27 | calendar days of the Client's admission to treatment date. As an alternative, the physician or physician
28 | extender may perform a physical examination of the Client within 30 calendar days of the Client's
29 | admission to treatment date. Written roles and responsibilities and a code of conduct for the medical
30 | director shall be clearly documented, signed and dated by a provider representative and the physician by
31 | way of a subcontractor agreement.

32 | 2. The substance use disorder medical director may delegate his/her responsibilities to a
33 | physician consistent with the provider's medical policies and standards; however, the substance use
34 | disorder medical director shall remain responsible for ensuring all delegated duties are properly
35 | performed.

36 | 3. Written roles and responsibilities and a code of conduct for the Medical Director shall be
37 | clearly documented, signed and dated by a provider representative and the physician.

1 J. CONTRACTOR's certification to participate in the DMC program shall automatically
2 terminate in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-
3 Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty
4 or nolo contendere.

5 K. VOLUNTEERS/INTERNS

6 1. CONTRACTOR may augment the above paid staff with volunteers or part-time student
7 interns.

8 a. Unless waived by ADMINISTRATOR, prior to providing services pursuant to this
9 Contract, interns shall be Master's Candidates in Counseling or Social Work or have a Bachelor's
10 Degree in a related field or be participating in any state recognized counselor certification program.
11 Additionally, volunteers or student interns must be AOD registered or certified.

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

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

16 1. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10)
17 hours of treatment for Student Interns providing substance use services. CONTRACTOR shall provide
18 supervision to volunteers as specified in the respective job descriptions or work contracts.

19 2. If utilizing the services of volunteers or student interns, CONTRACTOR shall implement
20 procedures with address the following: recruitment; screening; selection; training and orientation; duties
21 and assignments; scope of practice; supervision; evaluation; and Client confidentiality.

22 L. CONTRACTOR shall develop a policy governing supervision of staff that will be approved by
23 the ADMINISTRATOR. That policy will address the training needs and requirements of all staff.

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

29 N. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for
30 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
31 limited to: standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of
32 sexual conduct with Clients; prohibition of forging or falsifying documents or drug tests; and real or
33 perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought
34 to the ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant
35 to this Contract all employees, volunteers, and interns shall agree in writing to maintain the standards set
36 forth in the said Policies and Procedures. A copy of the said Policies and Procedures shall be posted in
37 writing in a prominent place in the treatment facility and updated annually by the Board of Directors.

1 O. STAFF/VOLUNTEER/INTERN SCREENING

2 1. CONTRACTOR shall provide pre-employment screening of any staff person providing
 3 services pursuant to this Contract. All new staff, volunteers, and interns shall pass a one-time “live
 4 scan” finger printing background check prior to employment. In addition, all staff shall be subject to
 5 sanction screening as referenced in the Compliance paragraph on a bi-annual basis. All staff shall be
 6 screened via the following websites: Megan’s Law, OC Courts and OC Sheriff’s Department on an
 7 annual basis. The results of the fingerprint checks will be sent directly from the Department of Justice
 8 (DOJ) to CONTRACTOR. DOJ results along with website reviews must be documented in staff file.
 9 ADMINISTRATOR may change this approval mechanism at their discretion.

10 2. All staff/volunteers/interns, prior to hiring, must meet the following requirements:

11 //

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

14 b. No person shall have been convicted of an arson offense violation of Penal Code
 15 sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;

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

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

20 e. No person shall participate in the criminal activities of a criminal street gang and/or
 21 prison gang; and,

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

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

28 P. STAFF TRAINING - CONTRACTOR shall develop a written plan for staff training. All staff
 29 training shall be documented and maintained as part of the training plan, and shall adhere to
 30 requirements set forth by HCA Authority and Quality Improvement Services Policies and Procedures.

31 1. All personnel shall be trained or shall have experience which provides knowledge of the
 32 skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and
 33 effective job performance:

34 a. General knowledge of alcohol and/or drug abuse and alcoholism and the principles of recovery;

35 b. Housekeeping and sanitation principles;

36 c. Principles of communicable disease prevention and control;

37 d. Recognition of early signs of illness and the need for professional assistance;

- 1 e. Availability of community services and resources;
 2 f. Recognition of individuals under the influence of alcohol and/or drugs;
 3 g. Principles of nutrition, food preparation and storage, and menu planning;
 4 3. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all
 5 program staff including administrator, volunteers and interns having direct contact with Clients shall
 6 have:
 7 a. Annual County Compliance Training;
 8 b. A minimum of one (1) hour training in cultural competence;
 9 4. In addition to the above, CONTRACTOR shall ensure that all treatment staff complete:
 10 a. Professional staff (Licensed Professionals of the Healing Arts), including Medical
 11 Directors, shall receive a minimum of five (5) hours of continuing education related to addiction medicine annually;
 12 b. Training in the ASAM criteria prior to providing services;
 13 c. New Provider Training/Annual Provider Training prior to providing services and on an annual
 14 basis;
 15 d. DMC documentation training within 90 days of hire is required for all clinical staff, all
 16 on-site Quality Management staff, and all supervisors;
 17 e. Annual training in the two (2) minimum evidence based practices utilized at the
 18 program;
 19 f. Naloxone Administration Training;
 20 g. CPR Training; and,
 21 h. Additional trainings as required by ADMINISTRATOR.

22 Q. PERSONNEL FILES – CONTRACTOR shall maintain personnel files for each staff persons,
 23 including management and other administrative positions, subcontractors, and volunteers/interns, both
 24 direct and indirect to the Contract. All personnel files shall be complete and made readily accessible to
 25 ADMINISTRATOR for purposes of audits and investigations or any other reason deemed necessary by
 26 ADMINISTRATOR. Personnel files shall include, but not be limited to:

- 27 1. Application for employment and/or resume;
 28 2. Signed employment confirmation statement/duty statement;
 29 3. Job description;
 30 4. Performance evaluations;
 31 5. Health records/status as required by the provider, AOD Certification or Title 9;
 32 6. Other personnel actions (e.g. commendations, discipline, status change, employment
 33 incidents and/or injuries);
 34 7. Training documentation relative to substance use disorders and treatment;
 35 8. Current registration, certification, intern status, or licensure;
 36 9. Proof of continuing education required by licensing or certifying agency and program; and
 37 10. CONTRACTOR's Code of Conduct and for registered, certified, and licensed staff, a copy

1 of the certifying/licensing body’s code of conduct as well.

2 R. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
3 any staffing vacancies, staffing changes that are reported to the State, including but not limited to: name
4 changes or staff becoming licensed that occur during the term of the Contract. CONTRACTOR’s
5 notification shall include at a minimum the following information: employee name(s), position title(s),
6 date(s) of resignation or licensing, date(s) of hire, and a description of recruitment activity.

7 S. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
8 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
9 external temporary staffing assignment requests that occur during the term of the Contract.

10 T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
11 Paragraph of this Exhibit B to the Contract.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 ADOLESCENT RESIDENTIAL DRUG MEDICAL
 WITHDRAWAL MANAGEMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER
 JANUARY 7, 2022 THROUGH JUNE 30, 2024

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 C to the Contract 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 Contract 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 Contract, 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 Contract.

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 Contract 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, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

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 Contract, to prevent use or disclosure of PHI COUNTY discloses to
3 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
4 other than as provided for by this Business Associate Contract.

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

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

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

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

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

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

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

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

37 //

1 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
2 a time and manner to be determined by COUNTY, that information collected in accordance with the
3 Contract, 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
11 employees, 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 Contract, if
14 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
15 terminate the Contract, 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 Contract.

20 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
21 CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no
22 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 Contract upon thirty (30) days written notice in the event:

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

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

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

7 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

37 //

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

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

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

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

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

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

- 36 1) Upper case letters (A–Z)
- 37 2) Lower case letters (a–z)

1 3) Arabic numerals (0–9)

2 4) Non–alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

37 //

1 3. Audit Controls

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

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

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

15 4. Business Continuity/Disaster Recovery Control

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

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

28 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

29 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
30 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
31 notification within twenty-four (24) hours of the oral notification.

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

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

35 b. Any other information that COUNTY is required to include in the notification to
36 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
37 //

1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
2 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

14 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
15 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
16 COUNTY.

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

24 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
25 required by law.

26 H. PROHIBITED USES AND DISCLOSURES

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

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

36 I. OBLIGATIONS OF COUNTY

37 //

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

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

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

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

12 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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

EXHIBIT D
 TO CONTRACT FOR PROVISION OF
 ADOLESCENT RESIDENTIAL DRUG MEDICAL
 WITHDRAWAL MANAGEMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER
 JANUARY 7, 2022 THROUGH JUNE 30, 2024

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 Contract 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

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

28 1) Complying with all of the data system security precautions listed in Subparagraph
29 E of the Business Associate Contract, EXHIBIT C to the Contract; and

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

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

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

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

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

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

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

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

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

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

EXHIBIT E
 TO CONTRACT FOR PROVISION OF
 ADOLESCENT RESIDENTIAL DRUG MEDICAL
 WITHDRAWAL MANAGEMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE TEEN PROJECT, INC. DBA SANCTUARY RECOVERY CENTER
 JANUARY 7, 2022 THROUGH JUNE 30, 2024

Preface

The COUNTY as a political subdivision of the State of California, is mandated by state and federal law to provide certain services to all County residents. In addition, the COUNTY provides certain other non-mandated services to enhance the well-being and quality of life for its residents. The COUNTY is committed to ensuring positive relations through this Good Neighbor Policy in the neighborhoods and communities in which its Residential Program contractors provide services to its residents.

Following effective date of this Agreement, but no later than thirty (30) days after the start of services, CONTRACTOR shall conduct reasonable outreach to cities, neighborhoods and communities that could be affected by services provided by CONTRACTOR.

Good Neighbor Policy

This Policy applies only to the extent CONTRACTOR provides direct services to County clients pursuant to this Agreement. The intent of this Policy is to identify community impacts and measures to mitigate those impacts to be an integral part of the neighborhood and community the COUNTY serves.

CONTRACTOR shall establish a policy that includes all of the following elements:

- Ensure staff and clients conduct themselves in a manner that demonstrates respect for the community and consideration of neighbors when entering/exiting the facility or outdoors.
- Establish and maintain early communication with cities, neighborhoods and communities as a way to identify potential impacts to neighborhoods and mitigate as needed.
- Establish cooperative relationships with cities, neighborhoods and communities where services are being rendered and mitigate impact as needed.
- Collaborate with cities, neighborhoods and communities as a way to promote integration of facilities into the community and determine the effectiveness of established good neighbor practices.
- Develop written procedures to track, respond and mitigate neighborhood complaints.

Procedures should include identification of a contact person for complaint resolution and identification

1 of COUNTY contact if complaint is not adequately resolved. The procedures must also identify how
2 these incidents will be reported to the appropriate COUNTY contact in a timely manner.

- 3 • Establish generalized good neighbor practices for services and facility(ies) that include:
 - 4 - Adequate parking
 - 5 - Adequate waiting and visiting areas
 - 6 - Adequate restroom facilities
 - 7 - Property maintenance and appearance
 - 8 - Community safety
 - 9 - Congregation guidelines
 - 10 - Security provisions

11
12 CONTRACTOR shall submit its policy to COUNTY for review and approval prior to the commencing
13 of services.

14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //