

1 CONTRACT FOR PROVISION OF
2 YEAR-ROUND EMERGENCY SHELTER HOUSING SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 «NAME1»

7 JULY 1, 2022 THROUGH JUNE 30, 2025
8

9 THIS CONTRACT entered into this 1st day of July, 2022 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and «NAME1»
11 (nonprofit corporation) (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred
12 to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the
13 County of Orange through its Health Care Agency or an authorized designee (“ADMINISTRATOR”).
14

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

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Year-Round
18 Emergency Shelter Housing Services described herein to the residents of Orange County; and

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

21 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
22 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2022 through June 30, 2025

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

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

Period Three means the period from July 1, 2024 through June 30, 2025

Aggregate Amount Not To Exceed:

Period One Aggregate Amount Not To Exceed: \$550,000

Period Two Aggregate Amount Not To Exceed \$550,000

Period Three Aggregate Amount Not To Exceed \$550,000

TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$1,650,000

Basis for Reimbursement: Negotiated Rate**Payment Method:** Fee for Service**CONTRACTOR DUNS Number:** 96-946-3293**CONTRACTOR TAX ID Number:** 26-0391438**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «NAME1»
 «ADDRESS»
 «CITYSTATEZIP»
 «ATTN»
 «EMAIL»

I. ACRONYMS

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

A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
B. AIDS	Acquired Immune Deficiency Syndrome
C. ARRA	American Recovery and Reinvestment Act of 2009
D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
E. ASI	Addiction Severity Index
F. ASRS	Alcohol and Drug Programs Reporting System
G. BHS	Behavioral Health Services
H. CalOMS	California Outcomes Measurement System
I. CalWORKs	California Work Opportunity and Responsibility for Kids
J. CAP	Corrective Action Plan
K. CCC	California Civil Code
L. CCR	California Code of Regulations
M. CESI	Client Evaluation of Self at Intake
N. CEST	Client Evaluation of Self and Treatment
O. CFDA	Catalog of Federal Domestic Assistance
P. CFR	Code of Federal Regulations
Q. CHPP	COUNTY HIPAA Policies and Procedures
R. CHS	Correctional Health Services
S. COI	Certificate of Insurance
T. CPA	Certified Public Accountant
U. CSW	Clinical Social Worker
V. DHCS	California Department of Health Care Services
W. D/MC	Drug/Medi-Cal
X. DPFS	Drug Program Fiscal Systems
Y. DRS	Designated Record Set
Z. EEOC	Equal Employment Opportunity Commission
AA. EHR	Electronic Health Records
AB. EOC	Equal Opportunity Clause
AC. ePHI	Electronic Protected Health Information
AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AE. FFS	Fee For Service
AF. FSP	Full Service Partnership
AG. FTE	Full Time Equivalent
AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

9 **II. ALTERATION OF TERMS**

10 A. This Contract, together with Exhibit(s) A, B and C attached hereto and incorporated herein,
11 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
12 subject matter of this Contract.

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

17 **III. ASSIGNMENT OF DEBTS**

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

26 **IV. COMPLIANCE**

27 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
28 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
29 programs.
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32 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
33 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
34 General Compliance and Annual Provider Trainings.

35 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
36 compliance program, code of conduct and any compliance related policies and procedures.
37 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall

1 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
2 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
3 this Contract. These elements include:

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

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

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

30 5. Upon written confirmation from ADMINISTRATOR's compliance officer that
31 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
32 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
33 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,
34 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

35 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
36 retained to provide services related to this Contract monthly to ensure that they are not designated as
37 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted 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, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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

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

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

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

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

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

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

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 sanctioned. 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.

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

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 online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors

1 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of

2
3 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
4 all information and records which may be obtained in the course of providing such services. This
5 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of
6 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
7 consultants, subcontractors, volunteers and interns.

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

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

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

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

22 23 **VI. CONFLICT OF INTEREST**

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

32 33 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

34 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
35 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
36 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
37 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.

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

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

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

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

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

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

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

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

C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,

1 meet the requirements of this Contract as they relate to the service or activity under subcontract, include
2 any provisions that ADMINISTRATOR may require, and are authorized in writing by
3 ADMINISTRATOR prior to the beginning of service delivery.

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

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

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

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

15 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
16 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
17 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against
18 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the
19 Contract, as well as any potential conflicts of interest between CONTRACTOR and COUNTY that may
20 arise prior to or during the period of Contract performance. While CONTRACTOR is required to
21 provide this information without prompting from COUNTY any time there is a change in
22 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
23 update to COUNTY of its status in these areas whenever requested by COUNTY.

24 25 **VIIII. DISPUTE RESOLUTION**

26 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
27 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
28 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
29 the attention of the County Purchasing Agent or designee by way of the following process:

30 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
31 decision regarding the disposition of any dispute between the Parties arising under, related to, or
32 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
33 decision.

34 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
35 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
36 a written statement signed by an authorized representative indicating that the demand is made in good
37 faith, that the supporting data are accurate and complete, and that the amount requested accurately

reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to

phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

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

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

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment.

Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

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

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

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

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

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

XI. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Contract with at least the

1 minimum number and type of staff which meet applicable federal and state requirements, and which are
2 necessary for the provision of the services hereunder.

3 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
4 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed
5 for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount
6 Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an
7 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
8 provide services, staffing, facilities or supplies.

9 //

10 **XII. INDEMNIFICATION AND INSURANCE**

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

17
18 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
19 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
20 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
21 Neither Party shall request a jury apportionment.

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

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

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

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

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

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

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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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

Workers' Compensation	Statutory
Employers' Liability Insurance	\$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

H. REQUIRED COVERAGE FORMS

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

2. The Business 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.

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials,***

1 *officers, agents and employees*, or provide blanket coverage, which will state ***AS REQUIRED BY***
2 ***WRITTEN CONTRACT.***

3 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
4 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
5 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
6 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
7 this Contract.

8 M. If CONTRACTOR's Professional Liability, Network Security & Privacy Liability are "Claims -
9 Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the
10 completion of the Contract.

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

13 O. Insurance certificates should be forwarded to the department address listed in the Referenced
14 Contract Provisions.

15 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
16 calendar days of notification by COUNTY, COUNTY may terminate this Contract immediately, upon
17 written notice.

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

22 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
23 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
24 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
25 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
26 all legal remedies and may terminate this Contract immediately for cause.

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

30 T. SUBMISSION OF INSURANCE DOCUMENTS

- 31 1. The COI and endorsements shall be provided to COUNTY as follows:
- 32 a. Prior to the start date of this Contract.
- 33 b. No later than the expiration date for each policy.
- 34 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
35 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
- 36 2. The COI and endorsements shall be provided to COUNTY at the address as set forth in the
37 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.

XIII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty

(30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

XIV. LICENSES AND LAWS

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. CCC §§56 through 56.37, Confidentiality of Medical Information.
4. CCC §§1798.80 through 1798.84, Customer Records.
5. CCC §1798.85, Confidentiality of Social Security Numbers.
6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.

7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
9. HSC, §11876, Narcotic Treatment Programs.
10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
11. Code of Federal Regulations, Title 42, Public Health.
12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
13. 2 CFR 376, Nonprocurement, Debarment and Suspension.
14. 41 CFR 50, Public Contracts and Property Management.
15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
17. 45 CFR 93, New Restrictions on Lobbying.
18. 45 CFR 96.127, Requirements regarding Tuberculosis.
19. 45 CFR 96.132, Additional Agreements.
20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
21. 45 CFR 160, General Administrative Requirements.
22. 45 CFR 162, Administrative Requirements.
23. 45 CFR 164, Security and Privacy.
24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.
27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
29. 42 USC §290dd-2, Confidentiality of Records.
30. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
31. 42 USC §§1320d through 1320d-9, Administrative Simplification.
32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
33. 42 USC §6101 et seq., Age Discrimination Act of 1975.
34. 42 USC §2000d, Civil Rights Act of 1964.
35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

36. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).
37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.
38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.
40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 77143(a).
41. State of California, Department of Health Care Services ASRS Manual.
42. State of California, Department of Health Care Services DPFS Manual.
43. HSC §123145.
44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).
45. 5 USC §7321 – §7326, Political Activities (Hatch Act)
46. 45 CFR 96.124(e), Certain Allocations (SAPTBG).
47. 45 CFR 96.131, Treatment Services for Pregnant Women.
48. HSC §11757.59, Perinatal State General Fund.
49. County of Orange, HCA, Alcohol Program and Drug Abuse Services D/MC Utilization Control Plan for Perinatal Residential Services.
50. DHCS, Perinatal Services Guidelines.
51. 42 CFR, Section 438, Managed Care Regulations
52. CCR, Title 22, §51341.1(h)(5)(A), Drug Medi-Cal Substance Abuse Services.
53. DHCS, Office of Women's and Perinatal Services, Perinatal Services Network Guidelines 2014.
54. CCR, Title 22, Division 3, Health Care Services.
55. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
56. HSC, §§11758.40 through 11758.47, Medi-Cal Drug Treatment Program.
57. U.S. Food and Drug Administration Guidelines for Vivitrol (currently listed at <http://www.fda.gov/downloads/Drugs/DrugSafety/UMC206669.pdf>).
58. US Department of Justice, Drug Enforcement Administration.
59. 42 CFR, Public Health, Part 8 – Certification of Opioid Treatment Programs.
60. 21 CFR Part 1308-Schedules of Controlled Substances.
61. 21 CFR Parts 1300, 1301, 1304, et al. Disposal of Controlled Substances, Final Rule.
62. AB 109 2011 Public Safety Realignment.

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

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

XVI. AMOUNT NOT TO EXCEED

A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten percent (10%) of Period One funding for this Contract.

XVII. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"

paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

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

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

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical

1 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
2 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
3 shall be deemed fulfilled by use of the term EOE.

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

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

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

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

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

1 orally or in writing.

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

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

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

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

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

23 24 **XIX. NOTICES**

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

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

30 2. When faxed, transmission confirmed;

31 3. When sent by Email; or

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

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

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

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

7 //

8 **XX. NOTIFICATION OF DEATH**

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

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

14 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
15 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
16 served pursuant to this Contract; notice need only be given during normal business hours.

17 2. WRITTEN NOTIFICATION

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

21 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
22 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
23 of the death due to terminal illness of any person served pursuant to this Contract.

24 c. When notification via encrypted email is not possible or practical, CONTRACTOR
25 must hand deliver or must fax said notification to a number approved by COUNTY in writing.

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

30 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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3 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

17 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
18 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
19 necessity of the service, and the quality of care provided. Records shall be maintained in accordance
20 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

34 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
35 billings, and revenues available at one (1) location within the limits of the County of Orange. If
36 CONTRACTOR is unable to meet the record location criteria above, upon CONTRACTOR's request
37 ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single

1 location, identified by CONTRACTOR.

2 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
3 of, this Contract, within forty-eight (48) hours of CONTRACTOR's receipt of the PRA request.
4 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA
5 request.

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

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

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

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

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

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

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

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

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

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

31 **XXIII. RESEARCH AND PUBLICATION**

32 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
33 of, or developed, as a result of this Contract for any purpose other than performance of services under
34 this Contract.

35 **XXIV. SEVERABILITY**

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

XXV. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

C. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the affected Party. Such acts shall include, but not be limited to, acts of God, fire,

1 flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public
2 related utility, or governmental statutes or regulations imposed after the fact.

3 4 **XXVI. STATUS OF CONTRACTOR**

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

16 17 **XXVII. TERM**

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

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

26 27 **XXVIII. TERMINATION**

28 A. Either party may terminate this Contract, without cause, upon thirty (30) calendar day written
29 notice given the other party. CONTRACTOR shall be responsible for meeting all programmatic and
30 administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR
31 shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
32 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
33 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
34 until CAP is resolved and/or the Contract could be terminated.

35 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
36 any of the following events:

- 37 1. The loss by CONTRACTOR of legal capacity.

2. Cessation of services.

3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.

4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.

5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.

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

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

C. CONTINGENT FUNDING

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

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

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

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

D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.

E. In the event this Contract is terminated, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

XXIX. THIRD PARTY BENEFICIARY

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

XXX. WAIVER OF DEFAULT OR BREACH

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

XXXI. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services' "Uniform Method of Determining Ability to Pay" procedure or by any other payment procedure as

1 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.
2 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
3 because of an inability to pay.

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

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

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

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SIGNATURE PAGE

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

«NAME1»

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY:  _____ DATED: 4/21/2022

DEPUTY

If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
YEAR-ROUND EMERGENCY SHELTER HOUSING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«NAME1»
JULY 1, 2022 THROUGH JUNE 30, 2025

I. COMMON TERMS AND DEFINITIONS

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

1. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

2. Data Collection System means software designed for collection, tracking and reporting outcomes data for Resident enrolled in the FSP Programs.

a. 3 M's means the Quarterly Assessment Form that is completed for each Resident every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Resident's perspective which will improve understanding of Resident's needs and desires towards furthering their recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position is responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

3. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention and case management services to those Residents who seek services in COUNTY operated outpatient programs.

4. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Residents and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Resident in the assessment, determination of need and securing of adequate and

appropriate living arrangements.

5. Client or Resident means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who experiences chronic mental illness.

6. CSW means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

7. Diagnosis means the definition of the nature of the Resident's disorder. When formulating the diagnosis of Resident, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association (APA). DSM diagnoses will be recorded on all IRIS documents, as appropriate.

8. FSPs

a. A FSP means a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes Residents being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the Resident, Psychiatrist, and PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal Resident to staff ratio will be in the range of fifteen to twenty (15-20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

- 1) Crisis management;
- 2) Housing Services;
- 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 4) Community-based Wraparound Recovery Services;
- 5) Vocational and Educational services;
- 6) Job Coaching/Developing;
- 7) Resident employment;
- 8) Money management/Representative Payee support;
- 9) Flexible Fund account for immediate needs;
- 10) Transportation;
- 11) Illness education and self-management;
- 12) Medication Support;
- 13) Co-occurring Services;
- 14) Linkage to financial benefits/entitlements;
- 15) Family and Peer Support; and
- 16) Supportive socialization and meaningful community roles.

b. Resident services are focused on recovery and harm reduction to encourage the highest level of Resident empowerment and independence achievable. PSC's will meet with the Resident in their current community setting and will develop a supportive relationship with the individual served. Substance abuse treatment will be integrated into services and provided by the Resident's team to individuals with a co-occurring disorder.

c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the Resident's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Residents move through the continuum of recovery and evidence by progressing to lower level of care or out of the "intensive case management need" category.

9. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.

10. MFT means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

11. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a Resident's mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a Resident's life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Resident. The Resident may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment programs, Residents receive combined treatment for mental illnesses and substance use disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Resident for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

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e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing

1 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
2 symptoms of mental illness. These services also include evaluation and documentation of the clinical
3 justification and effectiveness for use of the medication, dosage, side effects, compliance and response
4 to medication, as well as obtaining informed consent, providing medication education and plan
5 development related to the delivery of the service and/or assessment of the Resident.

6 f. Rehabilitation Service means an activity which includes assistance in improving,
7 maintaining, or restoring a Resident's or group of Residents' functional skills, daily living skills, social
8 and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
9 medication education.

10 g. Targeted Case Management means services that assist a Resident to access needed
11 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
12 service activities may include, but are not limited to, communication, coordination and referral;
13 monitoring service delivery to ensure Resident access to service and the service delivery system;
14 monitoring of the Resident's progress; and plan development.

15 h. Therapy means a service activity which is a therapeutic intervention that focuses
16 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
17 delivered to a Resident or group of Residents which may include family therapy in which the Resident is
18 present.

19 12. MHSA means the law that provides funding for expanded community Mental Health
20 Services. It is also known as "Proposition 63."

21 13. PSC means an individual who will be part of a multi-disciplinary team that will provide
22 community based Mental Health Services to adults that are struggling with persistent and severe mental
23 illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for
24 clinical care and case management of assigned Resident and families in a community, home, or program
25 setting. This includes assisting Residents with mental health, housing, vocational and educational
26 needs. The position is also responsible for administrative and clinical documentation as well as
27 participating in trainings and team meetings. The PSC shall be active in supporting and implementing
28 the program's philosophy and its individualized, strength-based, culturally/linguistically competent and
29 Resident-centered approach.

30 14. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
31 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
32 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC Section
33 575.2. The waiver may not exceed five (5) years.

34 15. Psychiatrist means an individual who meets the minimum professional and licensure
35 requirements set forth in CCR, Title 9, Section 623.

36 16. Psychologist means an individual who meets the minimum professional and licensure
37 requirements set forth in CCR, Title 9, Section 624.

17. Referral means providing the effective linkage of a Resident to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Resident has made contact with the referred service.

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

19. Homeless means an individual who currently lacks adequate nighttime residence, has a nighttime residence that is a public or private place not meant for human habitation or is residing in a temporary shelter.

20. Basic Shelter Beds means temporary and/or emergency shelter along with services that include three meals a day, life skills assistance, and developing a housing plan.

21. Auxiliary Shelter Beds means temporary and/or emergency shelter along with services provided for the Basic Shelter Beds in addition to augmented services that include intake within 24 hours of receiving referral, intakes available seven days a week, transportation for Residents to the shelter for intake, transportation to initial mental health appointment, and assisting Residents with linking and staying linked to COUNTY and community services.

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

II. PAYMENTS

A. For all services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly, in arrears at the rate of \$65 (sixty-five) per person per Basic Shelter Bed day and \$80 (eighty) per person per Auxiliary Shelter Bed day for services provided to Residents who were approved by ADMINISTRATOR as eligible to receive Year-Round Emergency Housing Services in accordance with WIC, Section 4075. A lower rate of \$30 (thirty) per bed day will be paid to CONTRACTOR for any designated beds for Year-Round Emergency Housing Services that are not in use. Reimbursement shall be based upon bed days authorized by ADMINISTRATOR, the total of all such payments to CONTRACTOR in Period One, Period Two and Period Three shall not exceed the Aggregate Amount Not To Exceed for each Period as specified in the Referenced Contract Provisions of the Contract.

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

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

D. CONTRACTOR's invoices shall be supported, at CONTRACTOR'S facility, by source documentation including an invoice record for each Resident bed day billed to the ADMINISTRATOR.

E. ADMINISTRATOR shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract, except as may otherwise be provided for under this Contract, or specifically agreed upon in a subsequent Contract.

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

III. REPORTS

A. PROGRAMMATIC – CONTRACTOR shall submit weekly and monthly census reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

B. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Contract. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

C. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Resident's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior including arrests with or without conviction, positive test results for substance abuse from urine screenings, or any other incident which may expose COUNTY or CONTRACTOR to liability.

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

IV. SERVICES

A. FACILITY

1. CONTRACTOR shall provide Year-Round Emergency Shelter Housing Services at facilities located at the following addresses:

Address

State, Zip Code

2. CONTRACTOR shall maintain the facility for Year-Round Emergency Shelter Housing Services as an alcohol and drug-free, supervised living environment. CONTRACTOR must ensure that the facility is in safe and sanitary condition at all times and includes, at minimum, the following:

- a. Separate and safe same sex sleeping quarters, as well as separate beds for each Resident;
- b. Lounge area for all Residents;
- c. No more than six (6) Residents per bathroom.

B. PERSONS SERVED - CONTRACTOR shall provide Year-Round Emergency Housing Services on a temporary and/or emergency basis for indigent Residents eighteen (18) years of age and older, who are diagnosed with a serious mental illness (SMI) or a serious psychiatric diagnosis and who may also have co-occurring substance use disorder (SUD) and are experiencing homelessness and in need immediate shelter. Individuals referred to the program must be actively participating in services with a COUNTY clinic, or a COUNTY contracted mental health outpatient clinic, Assembly Bill (AB) 109 program or Crisis Recovery Services mental Health treatment program. Year-Round Emergency Housing Services are limited to a maximum stay of one hundred eighty (180) calendar days while permanent housing is established for the Resident. Prior authorization from ADMINISTRATOR is required for any extension requests. Residents served under the Contract must be referred and approved for admission to the program by ADMINISTRATOR.

C. SERVICES PROVIDED

1. CONTRACTOR shall provide supervision and other services during regularly scheduled service hours, seven (7) days per week, twenty-four (24) hours per day throughout the year. Overnight supervision will require one staff member per site.

2. CONTRACTOR shall provide Residents with three (3) nutritiously balanced meals and snacks per day.

3. CONTRACTOR shall provide laundry facilities including supplies such as detergent, bleach, and softening products, for Residents.

4. CONTRACTOR shall provide toilet tissue, soap, shampoo, sanitary, and toiletry articles appropriate to the health and grooming needs of Residents.

5. CONTRACTOR shall comply with ADMINISTRATOR's written policies regarding admissions and discharges of Residents including maintaining the confidentiality of any and all Residents' information and records which may be obtained in the course of providing services.

6. CONTRACTOR shall collaborate with ADMINISTRATOR in meeting the specialized needs of mentally disabled adults, as specified in the Resident's housing plan. CONTRACTOR shall assist Residents with housing search activities such as locating potential leasing opportunities, assisting with transportation arrangement, and teaching appropriate housing application and interviewing skills.

7. CONTRACTOR shall encourage Residents to take increasing responsibility for their own treatment by supporting the goal(s) identified in the housing plan developed by the Resident in

1 conjunction with ADMINISTRATOR or Plan Coordinators.

2 8. CONTRACTOR shall encourage Residents to use leisure time in a constructive manner and
3 to maintain adequate grooming.

4 9. CONTRACTOR shall assist Residents to engage in appropriate social relationship
5 behaviors, such as appropriate communication with others.

6 10. CONTRACTOR shall educate Residents in becoming responsible in self-management,
7 storage of prescribed medication and participation in treatment.

8 11. CONTRACTOR shall educate Residents in the responsibility for daily household duties,
9 which may include food preparation, house cleaning, and basic household operations. Residents are
10 required to complete one household task per day.

11 12. CONTRACTOR shall maintain copies of the shelter referral and updates in the Residents'
12 records.

13 13. CONTRACTOR shall participate with ADMINISTRATOR in meetings and relevant
14 trainings.

15 14. CONTRACTOR shall establish a written Housing Resource Guide for standards of conduct
16 for all Residents.

17 15. CONTRACTOR shall establish a written smoking policy.

18 16. CONTRACTOR shall establish a written visitation policy that includes:

- 19 a. Sign-in logs;
20 b. Visitation hours; and
21 c. Designated visiting areas at the facility.

22 17. CONTRACTOR shall establish a written Good Neighbor Policy that includes, but is not
23 limited to the following:

- 24 a. Training of staff on how to manage neighbor complaints; and
25 b. Neighbor complaint procedures.

26 18. CONTRACTOR shall maintain a daily roster of Residents that includes:

- 27 a. Names of current shelter Residents and date of entry;
28 b. Names of Residents exiting from shelter during the previous twenty-four (24) hours,
29 and reason for exit; and
30 c. Significant information about Residents' condition and/or status, such as:
31 1) Mental or physical health;
32 2) Observed behavior;
33 3) Medication use;
34 4) Compliance with facility rules;
35 5) Job search activity;
36 6) Application for benefits;
37 7) Income received;

8) Substance use; and

9) Disposition of Resident's housing information upon discharge.

19. CONTRACTOR shall provide staff training on how to de-escalate conflicts between residents before the conflicts become serious and shall have knowledge of what resources are appropriate and available and how to access them in the event of a psychiatric or other emergency.

D. PERFORMANCE OUTCOMES – CONTRACTOR shall ensure that a minimum of twenty-five percent (25%) of homeless, mentally ill Residents placed in their Year-Round Emergency Housing facility will move to transitional or permanent housing within one hundred eighty (180) calendar days. The average length of stay of all Residents each year will be one hundred eighty (180) days or less.

E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

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

V. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. CONTRACTOR's responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in CONTRACTOR for managing the funds allocated to this program;

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting of weekly and monthly reports;

4. Maintain appropriate staffing levels;

5. Effectively communicate and monitor the program for its success;

6. Maintain electronic and telephone communication between key staff and the Contract and Program Administrators; and

7. Act quickly to identify and solve problems.

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

EXHIBIT B
TO CONTRACT FOR PROVISION OF
YEAR-ROUND EMERGENCY SHELTER SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«NAME1»
JULY 1, 2022 THROUGH JUNE 30, 2025

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the 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 subcontractor 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 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and

1 | electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

2 | B. DEFINITIONS

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

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

9 | a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
37 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 other than as provided for by this Business Associate Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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
17 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide
18 COUNTY with its 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
25 Subparagraph 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 subcontractor 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 which
35 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
36 COUNTY.

37 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 must have sufficient administrative, physical, and technical controls in place to protect that data, based
3 upon a risk assessment/system security review.

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

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

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

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

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

- 36 1) Upper case letters (A-Z)
37 2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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 crosscut 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 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day

1 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

13 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
14 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
15 COUNTY.

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

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

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

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

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

37 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

10 1) The Disclosure is required by law; or

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

16 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
17 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
18 CONTRACTOR.

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

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

23 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
24 required by law.

25 H. PROHIBITED USES AND DISCLOSURES

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

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

35 I. OBLIGATIONS OF COUNTY

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

1 CONTRACTOR's Use or Disclosure of PHI.

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

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

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

10 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
TO CONTRACT FOR PROVISION OF
YEAR-ROUND EMERGENCY SHELTER SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«NAME1»
JULY 1, 2022 THROUGH JUNE 30, 2025

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 SSA and CHHS.

4. "DHCS PI" shall mean PI, 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 SSA and DHCS.

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such

1 information if payment is sought under a government program providing public benefits.

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

5 B. TERMS OF AGREEMENT

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

10 2. Responsibilities of CONTRACTOR

11 CONTRACTOR agrees:

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

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

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

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

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

33 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
34 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
35 CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as
36 the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
37 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information

1 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies
2 Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of
3 CONTRACTOR's agents or subcontractor, to whom CONTRACTOR provides DHCS PII agree to the
4 same requirements for privacy and security safeguards for confidential data that apply to
5 CONTRACTOR with respect to such information.

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

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

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

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

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

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

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