

1 CONTRACT FOR PROVISION OF
2 FENTANYL EDUCATION AND NALOXONE TRAINING SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 PROVIDER
7 [DATE] THROUGH [DATE]
8

9 THIS CONTRACT entered into this 1st day of [DATE] (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
11 [PROVIDER], a California local government agency (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Contract shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).

15
16 W I T N E S S E T H :
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 Fentanyl Education and Naloxone Training Services described herein to the residents of Orange County;

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

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

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REFERENCED CONTRACT PROVISIONS**Term:** September 1, 20XX through June 30, 20XX

Period One means the period from September 1, 20XX through June 30, 20XX

Maximum Obligation:

Period One Maximum Obligation: \$

TOTAL MAXIMUM OBLIGATION: \$

Basis for Reimbursement: Actual Cost**Payment Method:** Monthly In Arrears**CONTRACTOR DUNS Number:****CONTRACTOR TAX ID Number:****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: PROVIDER LEGAL NAME
 ADDRESS
 CITY, STATE, ZIP CODE
 EMAIL

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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. SUBG	Substance Use Prevention, Treatment, and Recovery Services 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 A, B, C and D 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.

18 **III. AMOUNT NOT TO EXCEED**

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

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

25 **IV. ASSIGNMENT OF DEBTS**

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

34 **V. COMPLIANCE**

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

1 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
2 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
3 General Compliance and Annual Provider Trainings.

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

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

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

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

36 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
37 CONTRACTOR's compliance program, code of conduct and any compliance related policies and

1 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 2 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related
 3 policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

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

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

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

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

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

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

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

33 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 34 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 35 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
 36 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an
 37 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 sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

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.

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.

E. 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.

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.

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

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

11 of 41

PARA VII. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's officers, directors, employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties. CONTRACTOR shall notify COUNTY, in writing, of any potential or actual conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known county public officer's child is an officer or director, or has an ownership interest of ten (10) percent or more in, CONTRACTOR. While CONTRACTOR must provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY upon request by COUNTY. County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this Contract, employ any County employee for any purpose.

VIII. COST RECONCILIATION REPORT

A. CONTRACTOR shall submit Cost Reconciliation Report to COUNTY no later than sixty (60) calendar days following termination of this Contract.

1. As indicated in Exhibit A, Section III. Payments, Medi-Cal Reimbursement Rates, the Cost Reconciliation Report shall be for approved claims. Costs of Medi-Cal services shall not exceed the negotiated rate as specified in this Contract. CONTRACTOR shall prepare the Cost Reconciliation Report in accordance with all applicable federal, state and COUNTY requirements, and the Special Provisions Paragraph of this Contract.

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

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

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

4 3. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
5 Cost Reconciliation Report setting forth good cause for justification of the request. Approval of such
6 requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

12 B. The Cost Reconciliation Report shall be the final financial and statistical report submitted by
13 CONTRACTOR to COUNTY and shall serve as the basis for final settlement to CONTRACTOR. The
14 Cost Reconciliation Report shall be the final financial record for subsequent audits, if any.

15 C. Final settlement shall be based upon the approved claims, as detailed in Exhibit A, Section III.
16 Payments, less applicable revenues and any late penalty, not to exceed COUNTY's Total Amount Not
17 to Exceed as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not
18 claim claims to COUNTY which are not reimbursable pursuant to applicable federal, state and
19 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
20 which is subsequently determined to have been for unreimbursable claims, shall be repaid by
21 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
22 days of submission of the Cost Reconciliation Report or COUNTY may elect to reduce any amount
23 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

24 D. If the Cost Reconciliation Report indicates the approved claims provided pursuant to this
25 Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
26 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
27 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
28 Cost Reconciliation Report. If such reimbursement is not made by CONTRACTOR within thirty (30)
29 calendar days after submission of the Cost Reconciliation Report, COUNTY may, in addition to any
30 other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the
31 reimbursement due COUNTY.

32 E. If the Cost Reconciliation Report indicates the State-approved claims provided pursuant to this
33 Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly
34 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
35 payment does not exceed the Total Amount Not to Exceed of COUNTY.

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

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

Signed _____
 Name _____
 Title _____
 Date _____”

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

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

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

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

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

4 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

37 //

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

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

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

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

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

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

XI. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be

1 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

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

26 **XII EMPLOYEE ELIGIBILITY VERIFICATION**

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

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XIII. 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 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 prior written approval to purchase 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 agreement between the parties for substantially the same type and scope of services, at the termination of this Contract for any cause,

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1 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
2 Contract.

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

5 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.
6

7 **XIVI. FACILITIES, PAYMENTS AND SERVICES**

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

13 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
14 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
15 for the appropriate Period(s) as well as the Total Maximum Obligation. The reduction to the Maximum
16 Obligation for the appropriate Period(s) as well as the Total Maximum Obligation shall be in an amount
17 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
18 services, staffing, facilities or supplies.
19

20 **XVI. INDEMNIFICATION AND INSURANCE**

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

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

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

10 D. All SIRs shall be clearly stated on the COI. If CONTRACTOR is self-insured,
 11 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 12 Contract, agrees to all of the following:

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

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

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

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

24 F. QUALIFIED INSURER

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

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

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

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<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
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 AGREEMENT.***

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b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the 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 Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, 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, officers, agents and employees***, or provide blanket coverage, which will state ***AS REQUIRED BY***

1 **WRITTEN AGREEMENT.**

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

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

9 N. Insurance certificates should be forwarded to the agency/department address listed on the
10 solicitation.

11 O. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
12 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
13 made to the next qualified vendor.

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

18 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
19 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
20 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
21 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be
22 entitled to all legal remedies.

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

26 **S. SUBMISSION OF INSURANCE DOCUMENTS**

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

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

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

37 //

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.

XVI. 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 plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said

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

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

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

15 16 **XVII. LICENSES AND LAWS**

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

25 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

37 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by

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

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

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

1. ARRA of 2009.
2. CCC §§56 through 56.37, Confidentiality of Medical Information.
3. CCC §§1798.80 through 1798.84, Customer Records.
4. CCC §1798.85, Confidentiality of Social Security Numbers.
5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans
7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
8. HSC, §11876, Narcotic Treatment Programs.
9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
10. Code of Federal Regulations, Title 42, Public Health.
11. 2 CFR 230, Cost Principles for Nonprofit Organizations
12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
13. 41 CFR 50, Public Contracts and Property Management
14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
16. 45 CFR 93, New Restrictions on Lobbying.
17. 45 CFR 96.127, Requirements regarding Tuberculosis.
18. 45 CFR 96.132, Additional Agreements.
19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
20. 45 CFR 160, General Administrative Requirements.
21. 45 CFR 162, Administrative Requirements.
22. 45 CFR 164, Security and Privacy.

23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act of 2000
26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.
27. 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
28. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
29. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
30. 42 USC §290dd-2, Confidentiality of Records.
31. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
32. 42 USC §§1320d through 1320d-9, Administrative Simplification.
33. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
34. 42 USC §6101 et seq., Age Discrimination Act of 1975.
35. 42 USC §2000d, Civil Rights Act of 1964.
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. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
40. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
41. Age Discrimination in Employment Act (29 CFR Part 1625).
42. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

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43. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

44. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

45. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

46. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

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

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

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

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

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

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

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

D. CONTRACTOR shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the Contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to COUNTY through the term of the Contract.

XVIII. 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) 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) 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. and B. 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.

XIX. 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 employees that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Contract on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors 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.

XX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals 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

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

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

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

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

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

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

28 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 29 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 30 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
 31 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
 32 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
 33 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
 34 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
 35 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
 36 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
 37 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and

1 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
 2 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
 3 or more of the factors identified above:

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

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

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

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

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

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
 36 state law, this Contract may be canceled, terminated or suspended in whole or in part and
 37

1 //CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
2 state or county funds.

3 **G. Nondiscrimination in Employment and Services:** County certifies that under the laws of the
4 United States and the State of California, County will not unlawfully discriminate against any person.”

6 **XXI. NOTICES**

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

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

12 2. When faxed, transmission confirmed;

13 3. When sent by Email; or

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

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

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

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

27 **XXIII. NOTIFICATION OF DEATH**

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIV. PATIENTS RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

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

1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,

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1 which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights
2 Office.

3 C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to
4 CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX
5 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the
6 grievance, and attempt to resolve the matter

7 D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of
8 County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

9 10 **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

16 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
17 preparation, and confidentiality of records related to Client records are met at all times.

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

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

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

26 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
27 settlement of claims for a longer term as directed by ADMINISTRATOR.

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

31 32 **XXVI. RESEARCH AND PUBLICATION**

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

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XXVII. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to 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.

XXVIII. 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, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.
14. Promoting the legalization of any drug or other substance included in Schedule 1 of the Controlled Substance Act (21 USC 812).

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

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

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

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

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

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

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

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

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

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

19 20 **XXIXI. STATUS OF CONTRACTOR**

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

32 33 **XXXI. TERM**

34 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
35 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
36 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
37 Contract; provided, however, CONTRACTOR shall be obligated to perform such duties as would

normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

XXXI. TERMINATION

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

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

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

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1 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
2 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

19 //

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

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

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

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

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

XXXII. 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.

XXXIII. 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.

XXXIV. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA

A. **Participation of County Behavioral Health Director's Association of California:** The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

B. The County AOD Program Administrator shall attend any special meetings call by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California."

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

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

XXXVI. INTRAVENOUS DRUG USE (IVDU) TREATMENT

Intravenous Drug Use Treatment: County shall ensure that individuals in need of IDVU treatment shall be encourage to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126e))."

XXXVII. YOUTH TREATMENT GUIDELINES

Youth Treatment Guidelines: County must comply with DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and adopted. Youth Treatment Guidelines are posted online at

1 <http://www.dhcs.ca.gov/provgovpart/Pages/Youth-Services.aspx> Adolescent Substance Use Disorder
 2 Best Practices Guide found here:
 3 https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf”
 4

6 **XXXVIII. SUBG – DEBARMENT AND SUSPENSION**

7 A. County shall not subcontract with or employ any party listed on the government wide
 8 exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2
 9 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR
 10 part 1989., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties
 11 debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under
 12 statutory or regulatory authority other than Executive Order 12549.

13 B. The County shall advise all subcontractors of their obligation to comply with applicable federal
 14 debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

15 C. If a County subcontracts or employs an excluded party, DHCS has the right to withhold
 16 payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).”

18 **PARA XXXIX. SUBG - NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES** 19 **REGARDING DRUGS**

20 County agrees that information produced through these funds, and which pertains to drugs and alcohol-
 21 related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or
 22 alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall
 23 include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division
 24 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will
 25 enforce, and will require its subcontractors to enforce, these requirements.”

27 **XL. SUBG – LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF** 28 **CONTROLLED SUBSTANCES**

30 None of the funds made available through this Contract may be used for any activity that promotes the
 31 legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled
 32 Substances Act (21 USC 812).

34 **XLI. SUBG – RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

35 No SUBG funds made available through this Contract shall be used to carry out any program that
 36 includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug
 37 unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**XLII. SUBG – NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR
RELIGIOUS PROVIDERS**

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

XLIII. SUBG – TRAFFICKING VICTIMS PROTECTION ACT OF 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

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IN WITNESS WHEREOF, the parties have executed this Contract, in the County of Orange, State of

1 California.

2 **[PROVIDER]**

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4
5 BY: _____ DATED: _____

6
7 TITLE: _____

8
9
10
11 COUNTY OF ORANGE

12 BY: _____ DATED: _____

13 PURCHASING AGENT/DESIGNEE

14
15
16 APPROVED AS TO FORM
17 OFFICE OF THE COUNTY COUNSEL
18 ORANGE COUNTY, CALIFORNIA

19
20 BY: _____ DATED: _____

21 DEPUTY

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

EXHIBIT A
TO CONTRACT FOR PROVISION OF
FENTANYL EDUCATION AND NALOXONE TRAINING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PROVIDER
DATE THROUGH DATE

I. COMMON TERMS AND DEFINITIONS

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

A. Action Plan means a form documenting key tasks that must be completed to create change. Action plans detail how resources are to be used to get the planned work done.

B. Activity means an organized function designed to advance a prevention Strategy or objective.

C. ADEPT: is an Orange County Health Care Agency team within Behavioral Health Services, Substance Use Disorders division.

D. Collaboration means a process of participation through which people, groups, and agencies work toward prevention goals.

E. Educational Workshop means a prevention activity involving the Presentation of information on substance use issues with an emphasis on interaction and the exchange of information among participants.

F. Evaluation: Systematic collection, analysis, and use of program information for multiple purposes, including monitoring, program improvement, outcome assessment, and planning.

G. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.

H. Goal: A broad statement of what the program aims to accomplish.

I. Information Dissemination: One-way communication, direct from the source to the audience that provides information about a prevention issue and is designed to create awareness and knowledge of that issue.

J. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of prevention services adopted by the IOM, where prevention programs are organized along a targeted audience continuum and prevention intervention is based on a combination of Risk and Protective Factors associated with substance misuse. This continuum is divided into prevention, treatment, and maintenance categories, and the prevention category is divided into universal, selective, and indicated prevention classifications.

K. Media Input: A form of communication that is prepared with the intent of increasing public awareness/support for a prevention project, service or activity. There are two basic types of Media

Inputs stated below.

1. An item submitted for publication to an established media outlet (a newspaper, radio or television station), and

2. An item designed to be publicly displayed to a wide audience (a billboard or banner). It is crucial that the item is displayed in a public venue with high traffic, e.g., a popular retail establishment, a public library, or on a school campus.

L. Outcome: Measurable change that occurs as a result of a program's overall performance in implementing its planned Activities.

M. Outcome Measure: A statement that specifies the measurable result or direct impact of a program or activity in reference to a quantitative criterion and a timeframe.

N. Presentation: A one-way communication Activity in which information is provided to a group of individuals, generally in an effort to inform the audience members about an issue and/or encourage them to do something specific.

O. Program Identity Item: An item used for the purpose of marketing, promoting and creating awareness of a program's initiative, message or event.

P. Social Media: Forms of electronic communication, such as websites for social networking (Wikipedia) and microblogging (X, formerly Twitter, Instagram, YouTube) through which users create online communities to share information, ideas, personal messages, and other content such as videos.

Q. Strategic Prevention Framework: The Strategic Prevention Framework (SPF) is SAMHSA's five-step systematic community-based approach, which aims to ensure that substance abuse prevention programs can and do produce results.

R. Strategy: A method, approach, or activity chosen to bring about a desired prevention Outcome.

S. Sustainability: The process through which a prevention system becomes a norm and is integrated into on-going operations.

T. Technical Assistance: Services provided by staff to guide prevention programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention activities.

U. Training: An instructional process that is intended to impart the knowledge, skills, and competencies required for the performance of a particular job, project, or task. Training is a skill building Activity that teaches a person how to do something and carries the expectation that the person will take direct, purposeful action by applying the skills developed.

V. Youth Development: A framework or concept that views young people as valuable members of their communities rather than social problems or a population needing prescribed services. Youth Development engages young people in developing the skills, attitudes, knowledge, and experiences to prepare them to serve as active leaders in creating healthy, positive environments in their communities.

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II. BUDGET

A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD	TOTAL
TOTAL AMOUNT NOT TO EXCEED		

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

C. CONTRACTOR shall provide a written narrative justifying each budget line item and for any budget revisions hereafter.

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

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

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

III. CULTURAL COMPETENCY

A CONTRACTOR shall provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or other applicable Training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

IV. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the actual costs of providing services each month. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract, which provides that CONTRACTOR shall be paid for CONTRACTOR's actual cost of providing services hereunder, provided the total of such payments does not exceed COUNTY's Total Amount Not To Exceed as specified in the Referenced Contract Provisions of the Contract and CONTRACTOR's cost are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the actual amounts have not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR, subject to Subparagraph A.2. below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the actual amount payments for providing services exceed the year-to-date Amount Not To Exceed, ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date actual amount payments to CONTRACTOR and the year-to-date Amount Not To Exceed.

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 twentieth (20th) day of each 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 thirty (30) calendar days after receipt of the correctly completed invoice.

C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services provided.

D. At ADMINISTRATOR'S sole discretion, ADMINISTRATOR may withhold or delay all or a part of any payment if CONTRACTOR fails to comply with any provision of the Contract.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract, except as may otherwise be provided 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.

V. REPORTS**A. EXPENDITURE REPORTS**

CONTRACTOR shall submit Expenditure and Revenue reports to ADMINISTRATOR in support of the

1 monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and
2 shall report actual costs and revenues for each of CONTRACTOR's program(s) or cost center(s)
3 described in the Services Paragraph of this Exhibit A to the Contract. These reports are due to
4 ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month
5 being reported.

6 B. PROJECTION REPORTS

7 CONTRACTOR shall submit monthly Projection Reports to ADMINISTRATOR. These reports shall
8 be on a form approved or provided by ADMINISTRATOR and shall include actual costs and
9 anticipated year-end costs for each of CONTRACTOR's program(s) or cost center(s) described in the
10 Services Paragraph of this Exhibit A to the Contract. These reports are due to ADMINISTRATOR by
11 the twentieth (20th) calendar day of each month following the end of the month being reported.

12 C. STAFFING REPORTS

13 CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in support of the monthly
14 invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall
15 include actual hours worked by each staff member. These reports shall also identify staff member(s)
16 who have taken Compliance Training in accordance with the Compliance Paragraph of the Contract.
17 These reports are due to ADMINISTRATOR by the fifteenth (15th) calendar day of each month
18 following the end of the month being reported.

19 D. ADDITIONAL REPORTS

20 CONTRACTOR shall submit additional reports to ADMINISTRATOR as requested. These reports
21 shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR will be specific as
22 to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to
23 respond.

24 E. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely
25 completion, and coordination of all reports and services provided pursuant to this Contract.
26 CONTRACTOR shall review the reasonableness and accuracy of information prior to making any
27 recommendation, or incorporating such data into any report required hereunder.

28 F. All reports, drawings, specifications, data, and other incidental work or materials furnished by
29 CONTRACTOR hereunder shall become and remains the property of COUNTY, and may be used by
30 COUNTY as it may require, without any additional cost to COUNTY.

31 G. CONTRACTOR shall not use reports produced as the result of these services, or data obtained
32 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.

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

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VI. SERVICES

A. CONTRACTOR shall be responsible for leading countywide efforts to increase public awareness of the dangers associated with fentanyl and other emerging opioids, disseminate evidence-informed educational materials, conduct training on naloxone administration, and provide naloxone distribution throughout Orange County. Strategies shall include, but be not limited to:

1. Delivering services in person
2. Providing education and training sessions that include structured slide presentations, handout materials, and an evaluation component
3. Virtual services after receiving prior COUNTY approval

B. CONTRACTOR shall provide these services to Orange County's general population, ethnically diverse populations and subpopulations who are at higher risk for substance use disorders.

OUTCOME MEASURES AND UNITS OF SERVICE – CONTRACTOR shall work to achieve the following Outcome Measures and Units of Service by Date, 2027.

1. Educate at least XXX individuals on the dangers of fentanyl and other emerging opioids, including information on prevalence, risks, and prevention strategies, whereby at least XX% of the total number of individuals in this area are identified as underserved and/or at higher risk of developing a substance use disorder. (An educational session shall be a minimum of forty-five (45) minutes.)

2. Train at least XXX individuals on the dangers of fentanyl, prevention strategies, and how to administer naloxone, including recognizing the signs of overdose, how to respond to an emergency situation, and distribute no-cost naloxone, whereby XX% of the total number of individuals in this area are identified as underserved and/or at higher risk of developing a substance use disorder. (A training session shall be a minimum of forty-five (45) minutes.)

3. At least eighty-five percent (85%) of those educated or trained shall agree or strongly agree that they increased their knowledge of the scope of opioid misuse and overdose deaths in Orange County.

4. At least eighty-five percent (85%) of those educated or trained shall agree or strongly agree that they know more about where adults and youth are accessing drugs laced with fentanyl.

5. At least eighty-five percent (85%) of those educated or trained shall agree or strongly agree that they increased their knowledge of how fake pills can look like legitimate pills from a pharmacy.

6. At least eighty-five percent (85%) of those educated or trained shall agree or strongly agree that they gained confidence to administer naloxone if necessary.

7. Conduct mini-trainings with at least XXX individuals on how to administer naloxone followed by distributing no-cost naloxone, whereby XX% of the total number of individuals in this area are identified as underserved and/or at higher risk of developing a substance use disorder. (A mini training shall be a minimum of fifteen (15) minutes.)

8. Participate in a minimum of XX community outreach events to raise awareness about opioid misuse, the dangers of illicit fentanyl, and to distribute naloxone at no cost.

1 9. Provide XX technical assistance sessions designed to support the County's overarching
2 goal of reducing opioid-related overdose deaths in Orange County.

3 SUPPORTING ACTIVITIES – CONTRACTOR shall provide the following supporting activity:

4 C. XX Community Collaborations

5 1. ACTION PLAN – CONTRACTOR shall submit to ADMINISTRATOR a preliminary
6 Action Plan by Date, 2026 and a final Action Plan by Date, 2026. The Action Plan shall clearly
7 describe the strategies to be used to engage diverse sub-populations and how they will effectively serve
8 those who are underserved and/or at higher risk of developing a substance use disorder. The Action
9 Plan will function as a roadmap for completing Units of Service and achieving Outcome Measures.

10 2. EVALUATION – CONTRACTOR shall conduct a systematic Evaluation to determine
11 levels of effectiveness and success in accomplishing Units of Service and in achieving Outcome
12 Measures.

13 3. CONTRACTOR shall submit to ADMINISTRATOR a detailed and thorough Evaluation
14 Plan that identifies at a minimum:

- 15 a. The proposed evaluator, including qualifications;
- 16 b. How staff time will be tracked, if program staff are to be used for Evaluation;
- 17 c. The method(s) to be used for evaluating the Units of Service and Outcome Measures;
- 18 d. How data will be collected and analyzed, including the number and characteristics of
19 participants from whom data will be collected (sampling methods) and a description of the data-
20 collection instruments;
- 21 e. Timelines for all Evaluation components;
- 22 f. How the Evaluation results will be used to make recommendations for improving
23 prevention efforts related to the Units of Service and Outcome Measures.

24 2. CONTRACTOR shall participate and ensure that their project evaluator participates in an
25 Evaluation planning meeting with ADMINISTRATOR prior to submitting an Evaluation Plan.

26 3. CONTRACTOR shall submit to ADMINISTRATOR a preliminary Evaluation Plan by
27 Date, 2026 and a final Evaluation Plan by Date, 2026.

28 4. CONTRACTOR's Evaluation Plan must be approved, in writing, by ADMINISTRATOR
29 prior to implementation of Evaluation efforts.

30 5. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying the
31 Evaluation Plan.

32 D. MEETINGS

33 1. Monthly Strategic Meeting – CONTRACTOR and ADMINISTRATOR shall meet once a
34 month to discuss project status, share information, clarify issues, and strategize for optimal project
35 success. ADMINISTRATOR and CONTRACTOR shall agree on the meeting dates.

36 2. Professional Development (Capacity Building) – CONTRACTOR staff may attend issue-
37 specific trainings and workshops relevant to Outcome Measures and/or professional development

1 classes as a means of enhancing overall program implementation skills.

2 3. SOCIAL MEDIA – CONTRACTOR shall develop policies and procedures for any social
3 media use in the program.

4 E. REQUIRED APPROVALS

5 1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any
6 Training and/or class within Orange County for which a fee is charged, and for all Trainings and/or
7 classes outside Orange County, whether or not a fee is charged.

8 2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the
9 purchase of Program Identity Items.

10 3. CONTRACTOR shall request approvals on a form approved or provided by
11 ADMINISTRATOR and allow ADMINISTRATOR no less than two (2) weeks to review and respond
12 to the request. CONTRACTOR understands that requests shall be in support of the Outcome Measures
13 and Units of Service. Approvals of requests are subject to county and federal funding guidelines and
14 regulations.

15 F. FUNDING RECOGNITION – All materials produced in accordance with the Contract such as,
16 but not limited to, booklets, newsletters, brochures, flyers, pamphlets, websites, reports, videos, and
17 Program Identity Items shall contain a statement that the material is funded through the OC Health Care
18 Agency. Exceptions shall include media specific materials such as letters to the editor and news
19 releases. ADMINISTRATOR reserves the right to grant funding recognition exemptions.

20 PATENTS AND COPYRIGHT MATERIAL

21
22 **VII. STAFFING**

23 A. CONTRACTOR shall provide services pursuant to this Contract by recruiting, hiring, and
24 maintaining administrative and program staff who have the requisite qualifications and experience to
25 provide Fentanyl Education and Naloxone Training Services under this Contract.

26 B. CONTRACTOR shall perform a pre-employment screening of any person who will provide
27 services pursuant to this Contract. All staff, including volunteers and interns, must meet the following
28 requirements prior to providing any service pursuant to this Contract:

29 1. No person, within the preceding two (2) years, shall have been convicted of any criminal
30 offense other than a traffic violation.

31 2. No person, within the preceding two (2) years, shall have been found guilty of any crime
32 related to the use of drugs or alcohol.

33 3. No person, at any time, shall have been found guilty of any crime involving moral turpitude
34 by a court of law.

35 4. No person shall be on parole or probation.

36 C. All individuals working directly with youth must submit fingerprints and pass a background
37 check, prior to providing services pursuant to this Contract. CONTRACTOR shall submit to

ADMINISTRATOR copies of the results for each individual that has successfully passed the background check. CONTRACTOR shall keep copies for its records.

D. Separate from the Code of Conduct specified in the Compliance Paragraph of the Contract, CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors, volunteers, interns, and the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-participant relationships; prohibition of sexual conduct with participants; and conflict of interest. Prior to providing any services pursuant to this Contract, all employees, subcontractors, volunteers, interns, and the Board of Directors shall agree in writing to maintain the standards set forth in the Code of Conduct.

E. CONTRACTOR shall submit the resume of each program staff member to ADMINISTRATOR within thirty (30) calendar days of hire or assignment to provide services pursuant to this Contract.

F. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in Full-Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours of work per week:

	PERIOD
DIRECT PROGRAM	
TOTAL FTE's	

G. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5) business days following the termination, resignation, or notice of resignation of any employee. The report shall include the employee's name, position title, date of resignation, and a description of the recruitment activity to replace the employee.

H. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns; provided, however, CONTRACTOR shall provide supervision as specified in the respective job descriptions or work contracts.

I. Requests for exceptions to staffing requirements set forth in Subparagraph G. above must be submitted to ADMINISTRATOR in writing and must specify the benefit to the program. CONTRACTOR must obtain ADMINISTRATOR approval prior to assignment of the program staff to perform services pursuant to this Contract.

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

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EXHIBIT B
CONTRACT FOR PROVISION OF
FENTANYL EDUCATION AND NALOXONE TRAINING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PROVIDER
[DATE] THROUGH [DATE]

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 subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business Associate” in 45 CFR § 160.103.

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

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the 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 P&Ps, to manage the selection,
4 | development, implementation, and maintenance of security measures to protect ePHI and to manage the
5 | conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

8 | a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

37 | //

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 HHS or his or her designee.

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

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

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

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect
24 electronic PHI and control access to it.

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

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

37 //

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

- 32 1) Upper case letters (A-Z)
- 33 2) Lower case letters (a-z)
- 34 3) Arabic numerals (0-9)
- 35 4) Non-alphanumeric characters (punctuation symbols)

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

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

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

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

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

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

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

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

33 3. Audit Controls

34 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
35 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY must have at least an annual system risk assessment/security review which provides

1 assurance that administrative, physical, and technical controls are functioning effectively and providing
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in

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1 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
2 COUNTY except for the specific Uses and Disclosures set forth below.

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

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

8 1) The Disclosure is required by law; or

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

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

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

19 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
20 consistent with the minimum necessary P&Ps of COUNTY.

21 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
22 required by law.

23 H. PROHIBITED USES AND DISCLOSURES

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

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

33 I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C
CONTRACT FOR PROVISION OF
FENTANYL EDUCATION AND NALOXONE TRAINING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PROVIDER
[DATE] THROUGH [DATE]

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 Contract" means the CMPPA Contract between the 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 the SSA and DHCS.

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

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

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

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

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 data
25 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 Subparagraph
28 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 Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS,
36 known as the IEA. The specific sections of the IEA with substantive privacy and security requirements
37 to be 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 the SSA. CONTRACTOR also agrees to ensure that any of
 3 CONTRACTOR's agents or subcontractors, 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 effect
 7 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its
 8 subcontractors in violation of this Personal Information Privacy and Security Contract.

9 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
 10 conditions set forth in this Personal Information and Security Contract on any subcontractors 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 subcontractors 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, contractors and agents who have access to DHCS PII, including
 18 employees, contractors and agents of its subcontractors and agents.

19 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
 20 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 an
 30 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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EXHIBIT D
CONTRACT FOR PROVISION OF
FENTANYL EDUCATION AND NALOXONE TRAINING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PROVIDER
[DATE] THROUGH [DATE]

I. HOMELESS PILLAR ATTESTATION
PLACEHOLDER