

1 AGREEMENT FOR PROVISION OF
2 HIV TRANSITIONAL HOUSING SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 STRAIGHT TALK CLINIC, INC.
7 JULY 1, 2008 THROUGH JUNE 30, 2009
8

9 THIS AGREEMENT entered into this 1st day of July 2008, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 STRAIGHT TALK CLINIC, INC., a California nonprofit corporation (CONTRACTOR). This
12 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
13

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

16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Human Immunodeficiency Virus (HIV) Transitional Housing Services described herein to the residents of
18 Orange County; and

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

21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

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3 **Term:** July 1, 2008 through June 30, 2009

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5 **Maximum Obligation:** \$212,685 ~~\$192,685~~

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7 **Basis for Reimbursement:** Actual Cost

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9 **Payment Method:** Provisional Amount

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12 **Notices to COUNTY and CONTRACTOR:**

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14 **COUNTY:** County of Orange
15 Health Care Agency
16 Contract Development and Management
17 405 West 5th Street, Suite 600
18 Santa Ana, CA 92701-4637

19 **CONTRACTOR:** Executive Director
20 Straight Talk Clinic, Inc.
21 5712 Camp Street
22 Cypress, CA 90630

23
24 **CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits per Occurrence</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000
Comprehensive General Liability Insurance	\$1,000,000
Sexual Misconduct	\$1,000,000
Comprehensive Automobile Liability Insurance,) covering the owned, non-owned and hired) automobile hazards, including any COUNTY-)	\$1,000,000 (Combined Single Limit)

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I. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Compliance Program.

2. CONTRACTOR shall ensure that its officers, directors and employees; subcontractors and other persons who provide behavioral health care services, or who perform billing or coding functions of CONTRACTOR; or member of CONTRACTOR's medical staff, including physicians ("Covered Persons") relative to this AGREEMENT are made aware of these Policies and Procedures.

B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of Conduct for adherence by all HCA employees and contract providers has been developed.

1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA Compliance Officer.

2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct to meet minimum standards and CONTRACTOR shall either take necessary action to meet said standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct" specified in subparagraph B.3. below.

1 3. HCA CONTRACTOR CODE OF CONDUCT - CONTRACTOR and its employees and
2 subcontractors shall:

3 a. Comply with all applicable laws, regulations, rules or guidelines when providing and
4 billing for the services specified herein.

5 b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in
6 their professional dealings related to this Agreement and avoid any conduct that could reasonably be
7 expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.

8 c. Treat COUNTY employees, participants and other COUNTY contractors fairly and
9 with respect.

10 d. Not engage in any activity in violation of this agreement, nor engage in any other
11 conduct which violates any applicable law, regulation, rule or guideline.

12 e. Take precautions to ensure that claims are prepared and submitted accurately, timely
13 and are consistent with all applicable laws, regulations, rules or guidelines.

14 f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or
15 reimbursement of any kind are submitted.

16 g. Bill only for eligible services actually rendered and fully documented and use billing
17 codes that accurately describe the services provided.

18 h. Act promptly to investigate and correct problems if errors in claims or billings are
19 discovered.

20 i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR
21 believes may violate the standards of the HCA Compliance Program, or any other applicable law,
22 regulation, rule or guideline.

23 j. Promptly report to HCA's Compliance Officer any suspected violation(s) of the
24 HCA Contractor Code of Conduct.

25 k. Consult with HCA's Compliance Officer if there are any questions or uncertainties of
26 any Compliance Program standard or any other applicable law, regulation, rule or guideline.

27 4. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor
28 Code of Conduct or its own Code of Conduct shall constitute a material breach of this Agreement, and
29 failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR
30 shall constitute grounds for termination of this Agreement as to the non-complying party.

31 C. CONTRACTOR shall screen all Covered Persons employed or retained to provide services
32 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined
33 hereunder. Screening shall be conducted against the General Services Administration's List of Parties
34 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List
35 of Excluded Individuals/Entities.

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1 1. Ineligible Person shall be any individual or entity who:
2 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
3 federal health care programs; or
4 b. has been convicted of a criminal offense related to the provision of health care items or
5 services and has not been reinstated in the federal health care programs after a period of exclusion,
6 suspension, debarment, or ineligibility.

7 2. CONTRACTOR shall screen prospective Covered Persons prior to hire or engagement.
8 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
9 Agreement.

10 3. CONTRACTOR shall screen all current Covered Persons semi-annually (January and July)
11 to ensure that they have not become Ineligible Persons.

12 4. Covered Persons shall be required to disclose to CONTRACTOR immediately any
13 debarment, exclusion or other event that makes the Covered Person an Ineligible Person.
14 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

15 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
16 federal and state funded health care services by contract with COUNTY in the event that they are
17 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
18 If CONTRACTOR becomes aware that a Covered Person has become an Ineligible Person,
19 CONTRACTOR shall remove such individual from responsibility for, or involvement with,
20 HCA business operations related to this Agreement.

21 D. REIMBURSEMENT STANDARDS

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

27 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
28 payment or reimbursement of any kind.

29 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
30 fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes
31 that accurately describe the services provided.

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

34 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
35 and Provider Compliance Training, where appropriate, available to Covered Persons.

36 1. CONTRACTOR shall use its best effort to encourage completion of Covered Persons to
37 complete all Compliance Trainings when offered.

2. Such training will be made available to Covered Persons within thirty (30) calendar days of employment or engagement.
3. Such training will be made available to each Covered Person annually.
4. Each Covered Person completing compliance training shall provide CONTRACTOR with written certification of completion of training.
5. CONTRACTOR shall retain copies of the certifications.
6. Upon written request, CONTRACTOR shall provide ADMINISTRATOR copies of the certifications, including a summary list of all Covered Persons, type of training, and date of training.

IV. CONFIDENTIALITY

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are participants of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit participant files, or to exchange information regarding specific participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil Code, Division 1, Part 2.6 relating to Confidentiality of Medical Information.

3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for participants receiving services through the collaborative agreement.

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

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V. COST REPORT

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2 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
3 days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
4 accordance with all applicable federal, state and county requirements and generally accepted accounting
5 principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
6 centers, services, and funding sources in accordance with such requirements and consistent with prudent
7 business practice, which costs and allocations shall be supported by source documentation maintained
8 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

12 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each
13 business day after the above specified due date that the accurate and complete Cost Report is not
14 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
15 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
16 CONTRACTOR.

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

20 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
21 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
22 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
23 extensions be granted for more than seven (7) calendar days.

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

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

34 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
35 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
36 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
37 reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any

1 payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
2 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within
3 thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount
4 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

5 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
6 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
7 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
8 reimbursement shall be made, in cash, with the submission of the Cost Report. If such reimbursement is
9 not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report,
10 COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an
11 amount not to exceed the reimbursement due COUNTY.

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

16 F. The Cost Report shall contain the following attestation, which may be typed directly on or
17 attached to the Cost Report:

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

27
28 Signed _____
29 Name _____
30 Title _____
31 Date _____"

32
33 **VI. DELEGATION AND ASSIGNMENT**

34 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
35 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
36 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
37 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to

1 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may
2 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
3 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in
4 part, without the prior written consent of COUNTY.

5 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
6 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
7 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
8 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
9 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments
10 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this
11 paragraph.

12 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
13 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
14 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
15 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
16 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
17 paragraph shall be void.

18 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

19
20 CONTRACTOR warrants that it makes best effort to fully comply with all federal and state statutes
21 and regulations regarding the employment of aliens and others and that all its employees, subcontractors
22 and consultants performing work under this Agreement meet the citizenship or alien status requirement
23 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
24 subcontractors and consultants performing work hereunder, all verification and other documentation of
25 employment eligibility status required by federal or state statutes and regulations including, but not
26 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently
27 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
28 covered employees, subcontractors and consultants for the period prescribed by the law.

29 **VIII. EQUIPMENT**

30
31 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
32 moveable property of a relatively permanent nature with significant value. Equipment which costs
33 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.
34 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
35 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid
36 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

37 B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to

1 COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR.
2 To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in
3 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment
4 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

5 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
6 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY's
7 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for
8 review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and
9 balance of undepreciated Equipment cost, if any.

10 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in
11 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may
12 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned
13 Equipment to COUNTY.

14 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the
15 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
16 CONTRACTOR must complete and submit to ADMINISTRATOR a "Notification of Location
17 Change" form or "Surplus Requisition" form when items of Loaned Equipment are moved from one
18 location to another or returned to COUNTY as surplus.

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

23
24 **IX. FACILITIES, PAYMENTS AND SERVICES**

25 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies,
26 and reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate and authorize,
27 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
28 Agreement with at least the minimum number and type of staff which meet applicable Federal and State
29 requirements, and which are necessary for the provision of the services hereunder.

30
31 **X. INDEMNIFICATION AND INSURANCE**

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

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
3 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall
4 request a jury apportionment.

5 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
6 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
7 covering its operations as specified on Page 3 of this Agreement.

8 C. All insurance policies except Workers' Compensation and Employer's Liability, and
9 Professional Liability shall contain the following clauses:

10 1. "The County of Orange is included as an additional insured with respect to the operations
11 of the named insured performed under contract with the County of Orange."

12 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess
13 of, and not contribute with, insurance provided by this policy."

14 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)
15 calendar days written notice has been given to Orange County HCA/Contract Development and
16 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

17 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
18 mailed to COUNTY as referenced on Page 3 of this Agreement.

19
20 **XI. INSPECTIONS AND AUDITS**

21 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
22 of the State of California, the Secretary of the United States Department of Health and Human Services,
23 the Comptroller General of the United States, or any other of their authorized representatives, shall have
24 access to any books, documents, and records, including but not limited to, medical and client records, of
25 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
26 beneficiary complaint or, conducting an audit, review, evaluation, or examination, or making transcripts
27 during the periods of retention set forth in the Records Management and Maintenance paragraph of this
28 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services
29 provided pursuant to this Agreement, and the premises in which they are provided.

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

34 **C. AUDIT RESPONSE**

35 1. Following an audit report, in the event of non-compliance with applicable laws and
36 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
37 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement

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

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

10 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file
11 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures
12 during the term of this Agreement.

13 **XII. LICENSES AND LAWS**

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

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

- 24 1. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).
- 25 2. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).
- 26 3. AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).
- 27 4. 24 CFR Part 574, Housing Opportunities for Persons with AIDS.
- 28 5. 24 CFR Parts 42 and 570.606.
- 29 6. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement
30 Program.
- 31 7. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the
32 Elderly and Dependent Adults.
- 33 8. 45 CRF Part 76, Drug Free Work Place.
- 34 9. California Code of Regulations, Title 9, Division 4.
- 35 10. California Code of Regulations, Title 22
- 36 11. California Health and Safety Code, Divisions 10.5 and 10.6.
- 37

1 12. Flood Disaster Protection Act of 1973 (P.L. 93-234).

2 //

3 13. Americans Standard Specifications for Making Buildings and Facilities Accessible to, and
4 Usable by, the Physically Handicapped, Number A-117.1-R 1971.

5 14. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
6 Statement.

7 15. Office of Management and Budget (OMB) Circulars A-89, A-110, A-122 and A-133.

8 16. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
9 Manual.

10 17. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
11 Program Certification Standards, July 1999.

12 18. State of California, Department of Alcohol and Drug Programs, Drug Program Fiscal
13 Systems Manual (DPFS Manual).

14 19. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist
15 now, or be hereafter amended, and if applicable.

16 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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XIII. LITERATURE

Any literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR’s services are supported by federal, state and county funds, as appropriate. For the purposes of this Agreement, distribution of such literature shall include written materials as well as electronic media such as the Internet. CONTRACTOR shall also clearly explain through written materials that there shall be no unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in California Health and Safety Code, Section 11999.

XIV. MAXIMUM OBLIGATION

The Maximum Obligations of COUNTY for services provided in accordance with this Agreement is as specified on Page 3 of this Agreement.

XV. NONDISCRIMINATION

A. EMPLOYMENT

1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase “an equal opportunity employer.”

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

B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of

1 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
2 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
3 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
4 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
5 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
6 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
7 regulations, as all may now exist or be hereafter amended or changed.

8 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the
9 following based on one or more of the factors identified above:

- 10 a. Denying a participant or potential participant any service, benefit, or accommodation.
- 11 b. Providing any service or benefit to a participant which is different or is provided in a
12 different manner or at a different time from that provided to other participants.
- 13 c. Restricting a participant in any way in the enjoyment of any advantage or privilege
14 enjoyed by others receiving any service or benefit.
- 15 d. Treating a participant differently from others in satisfying any admission requirement
16 or condition, or eligibility requirement or condition, which individuals must meet in order to be
17 provided any service or benefit.
- 18 e. Assignment of times or places for the provision of services.

19 2. Complaint Process - CONTRACTOR shall establish procedures for advising all
20 participants through a written statement that CONTRACTOR's clients may file all complaints alleging
21 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S.
22 Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement shall
23 advise participants of the following:

- 24 a. In those cases where the participant's complaint is filed initially with the Office for
25 Civil Rights (Office), the Office may proceed to investigate the participant's complaint, or the Office
26 may request COUNTY to conduct the investigation.
- 27 b. Within the time limits procedurally imposed, the complainant shall be notified in
28 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
29 an appeal with the Office for Civil Rights.

30 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
31 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
32 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
33 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
34 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

35 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce
36 or take adverse action against any person for the purpose of interfering with rights secured by federal or
37 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in

1 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by
2 federal or state law.

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

7
8 **XVI. NOTICES**

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

11 1. When written and deposited in the United States mail, first class postage prepaid and
12 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

13 2. When FAXed, transmission confirmed;

14 3. When sent by electronic mail; or

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

17 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
18 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
19 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
20 expedited delivery service.

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

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

27 E. In the event of a death, notification shall be made in accordance with the Notification of Death
28 paragraph of this Agreement.

29
30 **XVII. NOTIFICATION OF DEATH**

31 **A. NON-TERMINAL ILLNESS DEATH**

32 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
33 becoming aware of the death due to non-terminal illness of any person served hereunder or served
34 within the previous twelve (12) months; provided, however, weekends and holidays shall not be
35 included for purposes of computing the time within which to give telephone notice and, notwithstanding
36 the time limit herein specified, notice need only be given during normal business hours.

37 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver

1 or FAX, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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

7 **B. TERMINAL ILLNESS DEATH**

8 1. CONTRACTOR shall notify ADMINISTRATOR by written report FAXed, hand
9 delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal
10 illness of any person served hereunder or served within the previous twelve (12) months. The
11 Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of
12 death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or
13 employees with knowledge of the incident.

14 2. If there are any questions regarding the cause of death of any person served hereunder who
15 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
16 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.
17 above.

18
19 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

20 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
21 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
22 accordance with this Agreement and all applicable requirements, which are listed below, but not limited
23 to:

24 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records
25 by outpatient medical facilities.

26 2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS)
27 manual.

28 3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)
29 manual.

30 4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

31 5. State of California, Health and Safety Code §§123100 – 123149.5.

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

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

37 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the

1 definition of medical records and identified this new record set as a Designated Record Set (DRS).
2 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

9 E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
10 clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or
11 request addendum to their records.

12 F. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the
13 commencement of the contract, unless a longer period is required due to legal proceedings such as
14 litigations and/or settlement of claims.

15 G. CONTRACTOR shall retain all participant, client, patient and/or medical records for seven (7)
16 years following discharge of the participant, client and/or patient, with the exception to unemancipated
17 minors for whom records must be kept for at least one (1) year after such minors have reached the age
18 of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

21 I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
22 may provide written approval to CONTRACTOR to change the record location criteria.

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

25
26 **XIX. REVENUE**

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

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

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

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

4 D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by
5 persons other than individuals or groups eligible for services pursuant to this Agreement.
6

7 **XX. SEVERABILITY**

8 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
9 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
10 federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
11 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
12 in full force and effect, and to that extent the provisions of this Agreement are severable.
13

14 **XXI. SPECIAL PROVISIONS**

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

17 1. Purchasing or improving land, including constructing or permanently improving any
18 building or facility, except for tenant improvements.

19 2. Providing inpatient hospital services or purchasing major medical equipment.

20 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
21 funds (matching).

22 4. Making cash payments to intended recipients of services through this Agreement.

23 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

24 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
25 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352 (e.g.,
26 limitation on use of appropriated funds to influence certain federal contracting and financial
27 transactions).

28 7. Paying an individual salary or compensation for services at a rate in excess of the salary
29 schedule specified by the U.S. Office of Personnel Management.

30 8. Supplanting current funding for existing services.

31 9. Fundraising.

32 10. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
33 CONTRACTOR's staff or members of the Board of Directors.

34 11. Making personal loans to CONTRACTOR's staff, volunteers, interns consultants,
35 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
36 salary advances or giving bonuses to CONTRACTOR's staff.

37 12. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or

1 services.

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

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

6 2. Funding travel or training (excluding mileage or parking) not approved by
7 ADMINISTRATOR.

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

10 4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not
11 approved in advance by ADMINISTRATOR.

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

14
15 **XXII. STATUS OF CONTRACTOR**

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

27
28 **XXIII. TERM**

29 The term of this Agreement shall commence and terminate as specified on Page 3 of this
30 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
31 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
32 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
33 reporting and accounting.

34
35 **XXIV. TERMINATION**

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

1 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
2 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
3 //
4 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
5 (30) calendar days for corrective action.

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

- 8 1. The loss by CONTRACTOR of legal capacity.
- 9 2. Cessation of services.
- 10 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
11 another entity without the prior written consent of COUNTY.
- 12 4. The habitual neglect by any physician or licensed person employed by CONTRACTOR of
13 any duty required pursuant to this Agreement.
- 14 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of
15 this Agreement.
- 16 6. The continued incapacity of any physician or licensed person to perform duties required
17 pursuant to this Agreement.
- 18 7. Unethical conduct or malpractice by any physician or licensed person providing services
19 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
20 removes such physician or licensed person from serving persons treated or assisted pursuant to this
21 Agreement.

22 D. CONTINGENT FUNDING

- 23 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 24 a. The continued availability of federal, state and county funds for reimbursement of
25 COUNTY's expenditures, and
 - 26 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
27 approved by the Board of Supervisors.
- 28 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
29 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

30 E. In the event this Agreement is terminated prior to the completion of the term as specified on
31 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
32 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

33 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 34 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
35 is consistent with recognized standards of quality care and prudent business practice.
- 36 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
37 performance during the remaining contract term.

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

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

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

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

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

16
17 **XXV. THIRD PARTY BENEFICIARY**

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

20
21 **XXVI. WAIVER OF DEFAULT OR BREACH**

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

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

STRAIGHT TALK CLINIC, INC.

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

CHAIR OF THE BOARD OF SUPERVISORS

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

_____ DATED: _____

DARLENE J. BLOOM
Clerk of the Board of Supervisors
Orange County, California

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

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the

Attachment D. Redline Version to Attachment B

1 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
2 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
3 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
4 signature alone is required by HCA.
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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 HIV TRANSITIONAL HOUSING SERVICES WITH
 STRAIGHT TALK CLINIC, INC.
 JULY 1, 2008 THROUGH JUNE 30, 2009

I. BUDGET

A. The following budget is set forth for informational purposes only.

PROGRAM COST		
Salaries	<u>\$108,500</u>	\$108,275
Benefits	<u>21,815</u>	20,815
Services and Supplies	<u>68,251</u>	<u>—50,110</u>
SUBTOTAL PROGRAM COST	<u>\$198,566</u>	\$179,200
ADMINISTRATIVE COST		
Salaries	<u>\$ 19,400</u>	<u>\$ 19,430</u>
Benefits	<u>3,115</u>	3,575
Services and Supplies	<u>440</u>	350
Indirect Cost	<u>2,100</u>	<u>—1,700</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 25,055	
GROSS COST	<u>\$223,621</u>	\$204,255
REVENUE		
Resident Fees	<u>5,700</u>	6,570
Donations	<u>5,236</u>	<u>—5,000</u>
TOTAL REVENUE	<u>\$ 10,936</u>	<u>\$ 11,570</u>
NET COST	<u>\$212,685</u>	\$192,685

B. Any increases and decreases in budget must be approved, in advance and in writing, by
 ADMINISTRATOR.

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II. PAYMENTS

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2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$17,724
3 ~~\$16,057~~ per month. All payments are interim payments only, and subject to Final Settlement in
4 accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be
5 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such
6 payments does not exceed COUNTY's Total Maximum Obligation as set forth on Page 3 of this
7 Agreement; and, provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state,
8 and county regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any
9 month for which the provisional amount specified above has not been fully paid.

10 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and
11 Revenue Report as specified in the Reports paragraph of this Exhibit A to the Agreement.
12 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
13 CONTRACTOR as specified in subparagraphs II.A.2. and II.A.3., below.

14 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
15 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
16 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
17 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
18 incurred by CONTRACTOR.

19 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
20 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
21 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
22 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
23 the year-to-date actual cost incurred by CONTRACTOR.

24 B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide
25 such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) business day
26 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-
27 one (21) calendar days after receipt of the correctly completed billing form.

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

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

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

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III. RECORDS

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2 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance
3 with the COUNTY Alcohol and Drug Abuse Services Administration Guidelines on each individual
4 Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be
5 limited to an admission record which shall include documentation that residential services are
6 appropriate for the Participant. Such documentation, made within fourteen (14) calendar days of
7 admission, shall include a comprehensive psychosocial assessment.

8 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
9 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
10 type of service for which payment is claimed in accordance with generally accepted accounting
11 principles, the Alcohol Services Reporting System (ASRS) Manual, and the Drug Program Fiscal
12 Systems (DPFS) Manual.

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

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

18 3 The Participant eligibility determination and fee charged to and collected from Participants,
19 together with a record of all billings rendered and revenues received from any source on behalf of
20 Participants treated pursuant to this Agreement, must be reflected in CONTRACTOR’s financial
21 records.

22
23 **IV. REPORTS**

24 A. MONTHLY PROGRAMMATIC

25 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
26 including information required and on a form approved or provided by ADMINISTRATOR, in
27 conjunction with the billing described in the Payments paragraph in this Exhibit A. These monthly
28 programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th) business
29 day of the month following the report month.

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

35 B. FISCAL

36 1. CONTRACTOR shall submit a monthly expenditure/revenue report to
37 ADMINISTRATOR, including information required and on a form approved or provided by

1 ADMINISTRATOR, in conjunction with the billing described in the Payments paragraph in this Exhibit
2 A. These monthly expenditure/revenue reports should be received by ADMINISTRATOR no later than
3 the fifteenth (15th) calendar day of the month following the report month.

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

11 C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by
12 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.
13 ADMINISTRATOR will be specific as to the nature of information requested and allow time frame the
14 information is needed.

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16 **V. SERVICES**

17 A. FACILITY - CONTRACTOR shall provide Human Immunodeficiency Virus (HIV)
18 Transitional Housing Services described herein at 808 La Vergn Way, Santa Ana, California 92703, or
19 at any other location approved, in writing, by ADMINISTRATOR.

20 1. The facility shall include the following:

21 a. Safe sleeping quarters, a separate bed for each Participant and a lounge area for all
22 Participants.

23 b. No more than six (6) Participants are housed in the facility at one time and the facility
24 is maintained in a decent, safe, and sanitary condition.

25 c. There will be no more than two (2) persons of the same gender sharing a single
26 bedroom within the facility at any time.

27 2. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall
28 maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day
29 throughout the year.

30 3. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule;
31 provided, however that CONTRACTOR shall be required to provide a modified schedule of activity on
32 these holidays.

33 **B. PERSONS TO BE SERVED**

34 1. CONTRACTOR shall serve adults, ages eighteen (18) years of age and older, who have a
35 history of substance abuse and are living with HIV disease.

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1 2. CONTRACTOR shall admit all persons referred by ADMINISTRATOR, twenty-four (24)
2 hours per day, seven (7) days per week. ADMINISTRATOR shall provide one (1) day's notice to
3 CONTRACTOR when any Participant is not eligible for the services described herein.

4 3. Participant means persons who have an alcohol and/or other drug problem, for whom a
5 COUNTY approved intake and admission for residential services as appropriate have been completed
6 pursuant to this agreement.

7 4. All Participants shall be referred by ADMINISTRATOR.

8 C. UNITS OF SERVICE

9 1. A Residential Recovery Unit of Service shall be one (1) calendar day during which services
10 are provided to a Participant pursuant to this Agreement. The day of admission shall be included and
11 the day of discharge shall be excluded. If both admission and discharge occur on the same day, the day
12 shall be considered a day of admission and counts as a full day.

13 2. CONTRACTOR should provide two thousand one hundred fifty-two (2,152) ~~one thousand~~
14 ~~eight hundred and seventy-two (1,872)~~ Units of Service of Alcohol and Drug Abuse Residential
15 Recovery Services.

16 3. CONTRACTOR should include participation by a minimum of eighteen (18) Participants
17 during any single period of the Agreement.

18 4. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to adjust the
19 Units of Service set forth in subparagraphs V.C.2., V.C.3., and V.C.4. above.

20 D. RESIDENTIAL RECOVERY SERVICES - CONTRACTOR shall provide a six (6) bed, four
21 (4) month alcohol and drug-free program with basic life support and other services including residential
22 recovery services within the specifications stated, unless otherwise authorized by ADMINISTRATOR.
23 Such services shall include, but not be limited to, the following:

24 1. An alcohol and drug-free, supervised, twenty-four (24) hour living environment for
25 Participants who are participants currently in outside treatment at the COUNTY Methadone or other
26 Alcohol and Drug Abuse Outpatient Clinics or other mental health treatment facilities and who have no
27 available housing. Although CONTRACTOR provides no direct counseling or treatment services to
28 Participant, CONTRACTOR shall encourage structured daily activities to include Participant
29 responsibility for daily household duties, including food preparation, house cleaning, and basic
30 household operations. In addition, CONTRACTOR shall encourage Participant to live productive,
31 drug-free lives, which may include working, going to school, attending appropriate twelve-step program
32 meetings, or volunteering in the community.

33 2. House Rules for standards of conduct for all Participants shall be established which shall
34 include mandatory participation in a COUNTY-operated or COUNTY-contracted outpatient treatment
35 program or other mental health treatment facilities requiring at least three (3) sessions per month.
36 Participant may, with prior written approval of ADMINISTRATOR, participate in an alternate treatment
37 plan. Said House Rules shall be enforced by CONTRACTOR's House Manager, other paid staff,

1 intern(s) or volunteer(s), as designated by CONTRACTOR's Executive Director.

2 3. Provision of three (3) meals per day. Such meals shall be nutritious and appropriate to the
3 health needs of the Participant.

4 4. Provision of laundry facilities at no cost to the Participant.

5 5. Provision of toiletry articles appropriate to the health and grooming needs of the
6 Participant.

7 6. Provision of information regarding public transportation, which shall include bus schedules,
8 so that Participant may participate in alcohol and drug abuse treatment programs. CONTRACTOR shall
9 provide Participant with information on how to obtain a bus pass.

10 7. Encouragement of Participant to:

11 a. Take increasing responsibility for treatment goals established by the individual
12 Participant in conjunction with COUNTY's Alcohol and Drug Abuse Services staff.

13 b. Increase their use of support systems in the community.

14 c. Use leisure time in a constructive manner by supplying Participant with recreational
15 equipment, vocational materials, educational materials, and fitness equipment.

16 d. Maintain adequate grooming.

17 8. Assisting Participant in learning social skills, such as appropriate communication with
18 others.

19 9. Securing and administration of prescribed medication(s).

20 E. GATEKEEPER - CONTRACTOR shall coordinate case management through consultation with
21 the COUNTY's Gatekeeper assigned to this program. The Gatekeeper will be designated by the
22 COUNTY REACH Program Service Chief and will have official clinical liaison and referral
23 responsibility with CONTRACTOR for this program. The Gatekeeper is located at the REACH
24 Program at 1725 West 17th Street, Santa Ana, California. All persons admitted by CONTRACTOR to
25 become Participant shall be pre-approved by the Gatekeeper. CONTRACTOR shall contact Gatekeeper
26 at least weekly to verify identities of current Participants and to obtain confirmation from Gatekeeper
27 that each Participant is still an approved person in the COUNTY treatment program. Upon notification
28 by the Gatekeeper, CONTRACTOR shall immediately arrange discharge of any Participant who have
29 been discharged by COUNTY for non-compliance with treatment standards and requirements.
30 CONTRACTOR has authority to discharge any Participant who violates house rules. However, in such
31 event, CONTRACTOR shall immediately notify the Gatekeeper of the discharge. Notification may be
32 by phone call and shall be made by the next business day. The Gatekeeper shall make a referral as soon
33 as an appropriate person is identified.

34 F. CASE MANAGEMENT - CONTRACTOR shall coordinate case management as described in
35 subparagraph E., above, as well as described hereunder. CONTRACTOR shall be responsible for
36 providing liaison with: the COUNTY's public health nurse for Participant medical case management;
37 the Orange County Social Services Agency to assist persons in qualifying for benefits and/or services;

1 and other Orange County agencies that provide supportive services.

2 G. CONTRACTOR shall not allow any Participant to remain more than four (4) months in
3 CONTRACTOR's facility without prior written approval of ADMINISTRATOR.

4 H. HEALTH AND MEDICAL SERVICES

5 1. CONTRACTOR shall ensure that procedures are established and used in the event a
6 Participant becomes ill and requires medical transportation and/or medical treatment.

7 2. Medical case management shall be provided by COUNTY public health services.

8 3. CONTRACTOR shall ensure that all Participants have received a tuberculosis (TB) test
9 prior to admission.

10 I. EMERGENCY MEDICAL TRANSPORTATION SERVICE - COUNTY shall pay for
11 emergency ambulance or medical van transportation to and from designated alcohol and drug treatment
12 programs or health facilities in accordance with COUNTY's Medical Transportation Agreement.

13 J. DRUG SCREENING

14 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
15 screening that includes unannounced drug and/or alcohol testing a minimum of two times a month for
16 all participants. The urine specimen collection shall be observed by same sex staff. The policy shall be
17 approved by Administrator. The program shall:

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

20 b. Document results of the drug screening in the Participant's files.

21 2. In the event CONTRACTOR wishes to utilize COUNTY-contracted laboratory for drug
22 screening purposes, CONTRACTOR shall collect samples from Participant with approval of COUNTY.

23 3. Such testing shall be provided at COUNTY's expense. CONTRACTOR shall label and
24 deliver samples to COUNTY's Alcohol and Drug Abuse Services program site(s) specified by
25 ADMINISTRATOR or mail samples to a licensed laboratory, which address shall be provided by
26 ADMINISTRATOR.

27 4. In the event that any Participant of CONTRACTOR receives a Drug Screening test result
28 indicating any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective
29 action which shall be documented in the Participant's record, and shall notify COUNTY of such action
30 within two (2) business days of receipt of such test results.

31 K. PERFORMANCE OUTCOMES

32 1. CONTRACTOR shall be required to achieve performance objectives, tracking and
33 reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.
34 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the
35 objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR
36 and ADMINISTRATOR.

37 2. Alcohol Drug Abuse Substance (ADAS) Performance Outcome Objectives:

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a. Objective 1: CONTRACTOR shall ensure Participant is linked to appropriate services providing medical care for HIV infection and treatment of substance abuse addiction. Linkage Rates shall be calculated by dividing the number of successful links of a Participate by the number of links the CONTRACTOR has determined are appropriate for that Participant.

b. Objective 2: CONTRACTOR shall assist Participant in staying off the streets by obtaining permanent housing. Housing Rates shall be calculated by dividing the number of Participants successfully transitioning to permanent housing by the number of Participants leaving the program during the evaluation period.

L. CONTRACTOR's Executive Director or designee shall participate, when requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Agreement.

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

N. NON-SMOKING POLICY - CONTRACTOR shall establish a written non-smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted. At a minimum, the non-smoking policy shall specify the facility is "smoke-free" and designated smoking areas outside the facility.

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

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

P. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE - CONTRACTOR shall maintain a Participant sign in/out log for all Participants, which shall include, but not be limited to, the following:

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

Q. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact information available to neighboring residents, and complaint procedures.

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2 **VI. STAFFING**

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

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

11		
12	ADMINISTRATIVE STAFF	<u>FTE</u>
13	Administrator	0.180
14	Financial Controller	<u>0.110</u>
15	ADMINISTRATIVE SUBTOTAL	0.290
16		
17	PROGRAM STAFF	
18	Program Coordinator	1.000
19	Recovery Program Aide	1.650
20	Assistant Coordinator	0.875
21	Floater Staff	<u>0.400</u>
22	PROGRAM SUBTOTAL	3.925
23		
24	TOTAL FTEs	4.215
25		

26 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 27 staffing set forth in subparagraph VI.B., above.

28 D. CODE OF CONDUCT – Separate from the Code of Conduct in the Compliance paragraph of
 29 this Agreement, CONTRACTOR shall establish a written Code of Conduct for employees, volunteers,
 30 interns, and members of the Board of Directors which shall include, but not be limited to, standards
 31 related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual conduct
 32 with Participants; prohibition of forging or falsifying documents or drug tests; and conflict of interest.
 33 Prior to providing any services pursuant to this Agreement all employees, volunteers, and interns shall
 34 agree in writing to maintain the standards set forth in the Code of Conduct. A copy of the Code of
 35 Conduct shall be provided to each Participant upon admission and shall be posted in writing in a
 36 prominent place in the treatment facility.

37 E. CONTRACTOR shall provide pre-employment screening of any staff person providing any

1 service pursuant to this Agreement. All staff shall pass an Orange County criminal justice background
2 check conducted by the Orange County Probation Department on a yearly basis. Program directors,
3 managers and other supervisory staff will be requested to voluntarily submit to a more extensive
4 background check including "live scan" fingerprinting. The results of the fingerprint checks will be
5 sent directly from the Department of Justice to the Probation Department.

6 1. All staff, prior to hiring, shall meet the following requirements:

7 a. No person shall have been convicted of a sex offense for which the person is required
8 to register as a sex offender under California Penal Code section 290;

9 b. No person shall have been convicted of an arson offense – Violation of Penal Code
10 sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

11 c. No person shall have been convicted of any violent felony as defined in Penal Code
12 section 667.5, which involve doing bodily harm to another person, for which the staff member was
13 convicted within five (5) years prior to employment;

14 d. No person shall be on parole or formal probation;

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

17 f. No prior employment history of improper conduct, including but not limited to, forging
18 or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior
19 with staff or residents at another treatment facility.

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

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

31 G. PARTICIPANT SUPERVISION

32 1. CONTRACTOR shall provide on site supervision of all Participant activities twenty-four
33 (24) hours per day, seven (7) days a week by paid program staff. "Awake" supervision is required for
34 sixteen (16) hours of every twenty-four (24) hour day. CONTRACTOR shall ensure that the house is
35 maintained in an orderly manner.

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2. A house log shall be maintained on each shift and supervised by a designated program staff person. Information to be documented in the house log shall include but not be limited to:
- a. Date, time, signature and title of person making all entries in the house log.
 - b. Staff and shift changes which occur at the facility.
 - c. Participant name, signature, date, and time when leaving the program site and estimated time of return. Participants returning to the program site shall sign in.
 - d. Special incidents as defined in subparagraph XVI.C. of the Agreement.