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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2009 through June 20, 2010

**Aggregate Maximum Obligation:****Service Category**

42-Day Post Custody Re-Entry Services	\$350,000
FOTP Post Custody Re-Entry Services	68,683
Drug Court CDCI Post Custody Re-Entry Services	<del>267,637</del> 32,4337
<b>TOTAL AGGREGATE MAXIMUM OBLIGATION:</b>	<del>\$686,320</del> <b>743,020</b>

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

**Payment Method:** Fee-for-Service

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** «ATTN»  
«LCNAME»  
«ADDRESS»  
«CITYSTATEZIP»

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form Property damage and contractual liability	\$1,000,000 Combined Single limit per occurrence \$2,000,000 Aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 Combined Single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

**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 employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of HCA's Policies and Procedures.

B. CONTRACTOR has the option to adhere to HCA's Compliance Program or establish its own.

1. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program, Code of Conduct, and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

2. HCA's Compliance Officer shall advise CONTRACTOR if CONTRACTOR's compliance program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Code of Conduct and Compliance Program.

3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Policies and Procedures.

4. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct, and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure

1 such breach within sixty (60) calendar days of such notice from ADMINSTRATOR shall constitute  
2 grounds for termination of this Agreement as to the non-complying party.

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

5 1. If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30)  
6 calendar days of award of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR a  
7 signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor  
8 Code of Conduct."

9 2. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor  
10 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach  
11 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for  
12 termination of this Agreement as to the non-complying party.

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

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

19 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
20 federal 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 health care programs after a period of exclusion,  
23 suspension, debarment, or ineligibility.

24 2. 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 Agreement.

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

29 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
30 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
31 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

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

1 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
2 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
3 screened. Such individual or entity shall be immediately removed from participating in any activity  
4 associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary  
5 from CONTRACTOR for services provided by ineligible person or individual.

6 E. REIMBURSEMENT STANDARDS

7 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
8 claims and billing for same are prepared and submitted in an accurate and timely manner and are  
9 consistent with federal, state and county laws and regulations.

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

12 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
13 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to  
14 accurately describe the services provided and to ensure compliance with all billing and documentation  
15 requirements.

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

18 F. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training  
19 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

23 3. Each Covered Individual attending training shall certify, in writing, attendance at  
24 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
25 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

26  
27 **IV. CONFIDENTIALITY**

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

32 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the  
33 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,  
34 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of  
35 any and all information and records which may be obtained in the course of providing such services.  
36 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations  
37 //

1 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
2 consultants, subcontractors, volunteers and interns.

3  
4 **V. COST REPORT**

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

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

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

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

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

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

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

37 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,



1 less applicable revenues and late penalty, not to exceed COUNTY's Aggregate Maximum Obligation as  
2 set forth on Page 4 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY,  
3 which are not reimbursable pursuant to applicable federal, state and county laws, regulations, and  
4 requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined  
5 to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to  
6 COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission  
7 of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount  
8 not to exceed the reimbursement due COUNTY.

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

16 E. 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 knowledge  
22 and belief, costs reimbursed through this Agreement are reasonable and allowable and  
23 directly or indirectly related to the services provided and that this Cost Report is a  
24 true, correct, and complete statement from the books and records of (provider name)  
25 in accordance with applicable instructions, except as noted. I also hereby certify that I  
26 have the authority to execute the accompanying Cost Report.

27  
28 Signed \_\_\_\_\_  
29 Name \_\_\_\_\_  
30 Title \_\_\_\_\_  
31 Date \_\_\_\_\_"

32  
33 **VI. CULTURAL COMPETENCY**

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

1 //  
2 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of  
3 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.  
4

5 **VII. DELEGATION AND ASSIGNMENT**

6 | A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
7 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
8 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
9 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to  
10 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may  
11 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
12 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in  
13 part, without the prior written consent of COUNTY.

14 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit  
15 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty  
16 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
17 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in  
18 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments otherwise  
19 due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.  
20

21 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,  
22 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
23 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
24 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an  
25 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this  
26 paragraph shall be void.  
27

28 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

1 the law.

2 //

3 **IX. EQUIPMENT**

4 | A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as  
5 moveable property of a relatively permanent nature with significant value. Equipment which costs  
6 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.  
7 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are  
8 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid  
9 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

10 B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY  
11 the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR. To  
12 "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in  
13 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment  
14 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

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

20 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in  
21 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may  
22 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned  
23 Equipment to COUNTY.

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

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

33  
34 **X. FACILITIES, PAYMENTS AND SERVICES**

35 | CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and  
36 reports in accordance with Exhibits A and B to this Agreement. COUNTY shall compensate, and  
37 authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the

1 term of this Agreement with at least the minimum number and type of staff which meet applicable  
2 federal and state requirements, and which are necessary for the provision of the services hereunder.

3 **XI. INDEMNIFICATION AND INSURANCE**

4 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
5 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
6 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
7 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
8 including but not limited to personal injury or property damage, arising from or related to the services,  
9 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
10 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
11 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
12 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request  
13 a jury apportionment.

14 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall  
15 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance  
16 covering its operations as specified on Page 4 of this Agreement.

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

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

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

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

26 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be  
27 mailed to COUNTY as referenced on Page 4 of this Agreement.

28 E. All insurance policies required by this contract shall waive all rights of subrogation against the  
29 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,  
30 agents and employees when acting within the scope of their appointment or employment.

31  
32 **XII. INSPECTIONS AND AUDITS**

33 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
34 of the State of California, the Secretary of the United States Department of Health and Human Services,  
35 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
36 access to any books, documents, and records, including but not limited to, medical and participant  
37 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding

1 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making  
2 transcripts during the periods of retention set forth in the Records Management and Maintenance  
3 paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate  
4 the services provided pursuant to this Agreement, and the premises in which they are provided.

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

9 C. AUDIT RESPONSE

10 1. Following an audit report, in the event of non-compliance with applicable laws and  
11 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
12 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement  
13 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
14 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

26  
27 **XIII. LICENSES AND LAWS**

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

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

- 1 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
2 Manual.
- 3 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
4 Program Certification Standards, March 2004.
- 5 3. California Health and Safety Code (HSC), Divisions 10.5 and 10.6.
- 6 4. California Health and Safety Code Sections 123110 through 123149.5.
- 7 5. Title 2, Code of Federal Regulations (CFR), Part 230, Cost Principles for Nonprofit  
8 Organizations.
- 9 6. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 10 7. 41 Code of Federal Regulations, Public Contracts and Property Management.
- 11 8. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 12 9. 45 CFR 93, New Restrictions on Lobbying.
- 13 10. 45 CFR 96.132(e), Additional Agreements.
- 14 11. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 15 12. 45 CFR 160, General Administrative Requirements.
- 16 13. 45 CFR 162, Administrative Requirements.
- 17 14. 45 CFR 164, Security And Privacy.
- 18 15. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 19 16. Title 31, USC, Section 1352, Limitation on use of appropriated funds to influence certain  
20 Federal contracting and financial transactions.
- 21 17. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
- 22 18. 42 USC 290dd-2, Confidentiality of Records.
- 23 19. 42 USC 1320(a), Uniform reporting systems for health services facilities and organizations.
- 24 20. 42 USC 1320(d) through 1320(d)(8), Administrative Simplification.
- 25 21. 42 USC 290aa through 290jj, Substance Abuse and Mental Health Services Administration.
- 26 22. 42 USC 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National  
27 Institute on Drug Abuse.
- 28 23. California Civil Code (CCC) Sections 56 through 56.37, Confidentiality of Medical  
29 Information.
- 30 24. CCC Sections 1798.80 through 1798.82, Customer Records.
- 31 25. CCC Section 1798.85, Confidentiality of Social Security Number.
- 32 26. Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133.
- 33 27 U.S. Department of Health and Human Services Grants Policy Statement.
- 34 28. California Code of Regulations, Title 9, Division 4; and Title 22.
- 35 29. State of California, Department of Mental Health “Uniform Method of Determining Ability  
36 to Pay” (UMDAP).

37 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

20  
21 **XIV. LITERATURE**

22 Any written information, including educational and promotional materials, distributed by  
23 CONTRACTOR to any person for purposes directly or indirectly related to this Agreement must be  
24 approved by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution  
25 of written materials shall include electronic media such as the Internet. Such information shall not  
26 imply endorsement by the COUNTY, unless ADMINISTRATOR consents thereto in writing.

27  
28 **XV. MAXIMUM OBLIGATION**

29 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
30 agreements for Post Custody Re-Entry Services during is as specified on Page 4 of this Agreement.  
31 This specific Agreement with CONTRACTOR is only one of several agreements to which this  
32 Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to  
33 CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.

34  
35 **XVI. NONDISCRIMINATION**

36 **A. EMPLOYMENT**

37 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated

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

9         2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
10 shall state that all qualified applicants will receive consideration for employment without regard to  
11 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
12 (40 and over), sexual preference, medical condition, or physical or mental disability. Such requirement  
13 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

18         B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the  
19 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
20 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
21 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with  
22 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
23 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
24 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other  
25 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
26 regulations, as all may now exist or be hereafter amended or changed.

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

- 29             a. Denying a participant or potential participant any service, benefit, or accommodation.
- 30             b. Providing any service or benefit to a participant which is different or is provided in a  
31 different manner or at a different time from that provided to other participants.
- 32             c. Restricting a participant in any way in the enjoyment of any advantage or privilege  
33 enjoyed by others receiving any service or benefit.
- 34             d. Treating a participant differently from others in satisfying any admission requirement  
35 or condition, or eligibility requirement or condition, which individuals must meet in order to be  
36 provided any service or benefit.
- 37             e. Assignment of times or places for the provision of services.



1 f. Providing any benefit to employees with spouses that is not provided to employees with  
2 domestic partners.

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

8 a. In those cases where the participant's complaint is filed initially with the Office for  
9 Civil Rights (Office), the Office may proceed to investigate the participant's complaint, or the Office  
10 may request COUNTY to conduct the investigation.

11 b. Within the time limits procedurally imposed, the complainant shall be notified in  
12 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file  
13 an appeal with the Office.

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

19 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce  
20 or take adverse action against any person for the purpose of interfering with rights secured by federal or  
21 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in  
22 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by  
23 federal or state law.

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

28 **XVII. NOTICES**

29 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
30 authorized or required by this Agreement shall be effective:  
31

32 1. When written and deposited in the United States mail, first class postage prepaid and  
33 addressed as specified on Page 4 of this Agreement or as otherwise directed by ADMINISTRATOR;

34 2. When faxed, transmission confirmed;

35 3. When sent by electronic mail; or

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

1 B. Termination Notices shall be addressed as specified on Page 4 of this Agreement or as  
2 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,  
3 or  
4 //  
5 when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other  
6 expedited delivery service.

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

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

13  
14 **XVIII. NOTIFICATION OF DEATH**

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

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

21 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver  
22 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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

26 **B. TERMINAL ILLNESS DEATH**

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

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

37 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

4 //

5 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) working days in advance of  
6 any applicable public event or meeting. The notification must include the date, time, duration, location  
7 and purpose of public event or meeting. Any promotional materials or event related flyers must be  
8 approved by ADMINISTRATOR prior to distribution.

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

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

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

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

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

20 4. 45 CFR, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule  
21 (Designated Record Set).

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

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

25 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
26 preparation, and confidentiality of records related to participant, participant and/or patient records are  
27 met at all times.

28 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the  
29 definition of medical records and identified this new record set as a Designated Record Set (DRS).  
30 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

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

1 request addendum to their records.

2 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
3 security of personally identifiable information (hereinafter "PII") and/or protected health information  
4 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or  
5 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone  
6 and email or facsimile.

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

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

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

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

20 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
21 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
22 CONTRACTOR.

23 L. 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 M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request  
26 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that  
27 is requested by the PRA request.

28  
29 **XXI. REVENUE**

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

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

1 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately  
2 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically  
3 provide for the identification of delinquent accounts and methods for pursuing such accounts.  
4 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current  
5 status of fees which are billed, collected, transferred to a collection agency, or deemed by  
6 CONTRACTOR to be uncollectible.

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

9  
10 **XXII. SEVERABILITY**

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

16  
17 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

26 5. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

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

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

33 8. Supplanting current funding for existing services.

34 9. Fundraising.

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

37 11. Making personal loans to CONTRACTOR's staff, volunteers, interns consultants,

1 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
2 salary advances or giving bonuses to CONTRACTOR's staff.

3 12. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
4 services.

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

7 14. Promoting the legalization of any drug or other substance included in Schedule 1 of  
8 Section 202 of the Controlled Substance Act (21 USC 812).

9 15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic  
10 injection of any illegal drug.

11 16. Assist, promote, or deter union organizing.

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

14 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
15 CONTRACTOR's participants.

16 2. Funding travel or training (excluding mileage or parking) not approved by  
17 ADMINISTRATOR.

18 3. Making phone calls outside of the local area unless documented to be directly for the  
19 purpose of participant care.

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

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

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

28  
29 **XXIV. STATUS OF CONTRACTOR**

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

1 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
2 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to  
3 be COUNTY employees.

4 //

5 **XXV. TERM**

6 | The term of this Agreement shall commence and terminate as specified on Page 4 of this  
7 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,  
8 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,  
9 including but not limited to, obligations with respect to confidentiality, indemnification, audits,  
10 reporting and accounting.

11  
12 **XXVI. TERMINATION**

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

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

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

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

35 **D. CONTINGENT FUNDING**

- 36 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 37 a. The continued availability of federal, state and county funds for reimbursement of

1 COUNTY's expenditures, and

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

4 //

5 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate  
6 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

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

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

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

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

15 3. If participants are to be transferred to another facility for services, furnish  
16 ADMINISTRATOR, upon request, all participant information and records deemed necessary by  
17 ADMINISTRATOR to effect an orderly transfer.

18 4. Assist ADMINISTRATOR in effecting the transfer of participants in a manner consistent  
19 with their best interests.

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

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

24 7. 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 G. The rights and remedies of COUNTY with respect to termination of this Agreement due to a  
31 violation of the Health Insurance Portability and Accountability Act are as set forth in Exhibit B to this  
32 Agreement and are in addition to the rights and remedies of COUNTY provided in this Termination  
33 paragraph.

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

36  
37 **XXVII. THIRD PARTY BENEFICIARY**



1 | Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
2 | including, but not limited to, any subcontractors or any participants provided services hereunder.

3 | //

4 | //

5 | **XXVIII. WAIVER OF DEFAULT OR BREACH**

6 | Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
7 | subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
8 | Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
9 | default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
10 | Agreement.

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Attachment B. Redline Version to Attachment A

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

3 |  
4 | «UCNAME»

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

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

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10 | BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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18 | COUNTY OF ORANGE

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20 | BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 | HEALTH CARE AGENCY

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26 | APPROVED AS TO FORM  
27 | OFFICE OF THE COUNTY COUNSEL  
28 | ORANGE COUNTY, CALIFORNIA

29 |  
30 | BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 | DEPUTY

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

1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 POST CUSTODY RE-ENTRY SERVICES WITH  
4 «UCNAME»  
5 JULY 1, 2009 THROUGH JUNE 30, 2010

6  
7 **I. DEFINITIONS**

8 The parties agree to the following terms and definitions, and to those terms and definitions which, for  
9 convenience, are set forth elsewhere in this Agreement.

10 A. California Outcomes Measurement System (CalOMS) means statewide participant-based data  
11 collection and outcomes measurement system as required by the State of California, Department of  
12 Alcohol and Drug Programs (DADP) to effectively manage and improve the provision of alcohol and  
13 other drug services at state, county, and provider levels.

14 B. Client Evaluation of Self at Intake (CESI) and Client Evaluation of Self and Treatment (CEST)  
15 means self-administered survey instruments designed to assess participants' motivation for change,  
16 engagement in treatment, social and peer support, and other psychosocial indicators of progress in  
17 recovery.

18 C. Drug Abuse Treatment Access Report (DATAR) means report required by DADP.

19 D. Drug Court Post Custody Re-Entry Service means CDCI Post Custody Re-Entry Services.

20 E. Integrated Records and Information System (IRIS) means a collection of applications and  
21 databases that serve the needs of programs within the County of Orange Health Care Agency and  
22 includes functionality such as registration and scheduling, laboratory information system, billing and  
23 reporting capabilities, compliance with regulatory requirements, electronic medical records and other  
24 relevant applications.

25 F. Linkage to Services means linkage will be made to outpatient treatment, support services such  
26 as self-help groups, social services, rehabilitation services, vocational services, job training services or  
27 other appropriate services.

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

30 H. Participant means a person who has an alcohol and/or other drug problem, for whom a  
31 COUNTY approved intake and admission for residential services as appropriate have been completed  
32 pursuant to this Agreement.

33 I. Program Protocol means the written program description, goals, objectives, and policies  
34 established by CONTRACTOR for the residential treatment program provided pursuant to this  
35 Agreement.

36 J. Remote Secure Access (RSA) Token means the security device which allows an individual user  
37 to access the HCA computer based Integrated Records Information System (IRIS).

1 K. Residential Recovery Treatment means alcohol and other drug treatment services that are  
2 provided to Participants at a supervised twenty-four (24)-hour residential recovery program. Services  
3 are provided in an alcohol and drug-free environment with treatment for alcohol and/or other drug  
4 related problems. These services are provided in a non-medical, residential setting that has been  
5 licensed and certified by DADP.

6 L. Service Category means the type of post custody re-entry services provided to Participants  
7 based on grant fund criteria, as specified on Page 4 of this Agreement. Service Categories include forty-  
8 two (42)-Day Post Custody Re-Entry, Female Offender Treatment Program (FOTP) Post Custody Re-  
9 Entry Services, and Comprehensive Drug Court Implementation (CDCI) Post Custody Re-Entry  
10 Services.

11 M. Structured Activities means activities including Therapeutic and Non-Therapeutic Activities  
12 designed to meet treatment goals:

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

16 O. Therapeutic Group means activities such as individual counseling, groups, self-help meetings,  
17 but excludes chores and recreational activity.

18 P. Unit of Service means one (1) calendar day during which services are provided to a Participant  
19 pursuant to this Agreement. The day of admission is included. The day of discharge is excluded. If  
20 both admission and discharge occur on the same day, the day is considered a day of admission and  
21 counts as a full day.

## 22 **II. PAYMENTS**

23  
24 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of  
25 \$«FOTP\_Bed\_Day\_Rate» per bed day for forty-two (42)-Day Post Custody Re-Entry Services, and  
26 FOTP Post Custody Re-Entry Services, and the rate of \$«Res\_Recovery\_Bed\_Day\_Rate» per bed day  
27 for Drug Court Post Custody Re-Entry Services; provided, however, that the total of all such payments  
28 to CONTRACTOR and all other COUNTY contract providers for all Post Custody Re-Entry Services  
29 for Substance Abusers shall not exceed COUNTY's Maximum Obligation for each Service Category and  
30 shall not exceed COUNTY's Aggregate Maximum Obligation, as set forth on Page 4 of this Agreement;  
31 and provided further, that CONTRACTOR's costs are allowable pursuant to applicable federal and state  
32 regulations.

33 1. All payments are interim payments only, and subject to final settlement in accordance with  
34 the Cost Report paragraph of this Agreement.

35 2. It is understood by CONTRACTOR that the provisional rate is a maximum rate, and that if  
36 the Cost Report indicates that CONTRACTOR's actual costs, less applicable revenues, are less than the  
37 amount paid by COUNTY, for any Service Category, CONTRACTOR shall reimburse the difference to

1 COUNTY, for any Service Category, in accordance with the Cost Report paragraph.

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

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

10 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
11 with any provision of this Agreement.

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

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

16  
17 **III. RECORDS**

18 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance  
19 with the COUNTY Alcohol and Drug Abuse Services Administration Guidelines on each individual  
20 Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be  
21 limited to:

22 1. ADMINISTRATOR's Treatment Authorization form for Residential Treatment services.

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

26 3. An admission record shall include documentation that residential services are appropriate  
27 for the Participant. Such documentation, made within fourteen (14) calendar days of admission, shall  
28 include a comprehensive psychosocial assessment.

29 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
30 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the  
31 type of service for which payment is claimed in accordance with generally accepted accounting  
32 principles, the ASRS Manual, and the DPFS Manual.

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

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

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

6  
7 **IV. REPORTS**

8 **A. MONTHLY PROGRAMMATIC**

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

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

19 **B. FISCAL – CONTRACTOR** shall submit monthly Expenditure and Revenue Reports to  
20 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by  
21 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's  
22 program(s) or cost center(s) described in the Services paragraph of Exhibit A to this Agreement. The  
23 reports shall be received by ADMINISTRATOR no later than fifteen (15) calendar days following the  
24 end of the month reported.

25 **C. MONTHLY IRIS - CONTRACTOR** shall participate in COUNTY's IRIS, and input all IRIS  
26 and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the month  
27 following the report month. CONTRACTOR shall correct and submit all errors from the CalOMS  
28 Feedback and Error Report via IRIS within seven (7) calendar days of receipt of this report. CalOMS  
29 discharges shall be entered no later than seven (7) calendar days after Participant's discharge.

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

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

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

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

4  
5 **V. SERVICES**

6 A. FACILITY - CONTRACTOR shall provide services at any facility approved in advance, in  
7 writing, by ADMINISTRATOR and appropriately licensed and certified in accordance with DADP  
8 Programs Standards, and Title 9 of the California Code of Regulations.

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

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

14 **B. PERSONS TO BE SERVED**

15 1. CONTRACTOR shall serve adult Participants who have abstained from substance abuse for  
16 at least twenty-four (24) hours and who seek participation in a program of alcohol and drug abuse  
17 residential recovery services.

18 2. 42-DAY POST CUSTODY RE-ENTRY SERVICES - CONTRACTOR shall serve,  
19 immediately upon their release from an Orange County jail, adult males and females, who are residents of  
20 Orange County, aged eighteen (18) years or older, with a problem of substance abuse, and referred by  
21 COUNTY Sheriff's Department.

22 3. FOTP POST CUSTODY RE-ENTRY SERVICES – CONTRACTOR shall serve adult  
23 female parolees, who are referred by ADMINISTRATOR, being paroled from the California Institution  
24 for Women (CIW) Forever Free program and women on Community Parole, which include any adult  
25 female who is on parole from any of the California State Prisons for Women as verified by California  
26 Department of Corrections, Parole and Community Services. CONTRACTOR shall also serve any adult  
27 female parolee deemed appropriate by California Department of Corrections (CDC) and the California  
28 Department of Alcohol and Drug Programs, as verified by the parole agent. CONTRACTOR shall  
29 accept all said referrals.

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

34 **C. SERVICES TO BE PROVIDED**

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



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2 served. At a minimum, the facility must include a functional kitchen and a distinct dining area and a living  
3 area or group room with appropriate capacity for group meetings, activities, or visitors.

4 2. RESIDENTIAL RECOVERY SERVICES - CONTRACTOR shall operate licensed and  
5 certified alcohol and drug abuse residential facilities for the provision of residential recovery services, in  
6 accordance with the standards established by COUNTY and DADP, and within the specifications stated  
7 herein, unless otherwise authorized by ADMINISTRATOR. Services to be provided include:

8 a. 42-DAY POST CUSTODY RE-ENTRY SERVICES

9 1) CONTRACTOR shall provide a comprehensive program in a safe, supportive,  
10 alcohol and drug free environment, to Participants referred by ADMINISTRATOR with a length of stay  
11 no more than forty-two (42) days unless authorized, in writing, by ADMINISTRATOR.

12 2) CONTRACTOR shall provide basic life support services including toiletries, three  
13 (3) nutritionally complete meals per day, sanitary conditions, and a bed for each Participant. Males and  
14 females shall be provided with separate sleeping quarters.

15 3) CONTRACTOR shall advise Participants of house rules and Participant's rights,  
16 and each Participant shall be assigned household responsibilities including participation in the  
17 preparation of meals, cleaning, and maintenance.

18 4) CONTRACTOR shall provide assistance to the Participant in the development of a  
19 measurable, time-limited program to achieve recovery goals, based upon the individual's assessment,  
20 and treatment issues.

21 5) CONTRACTOR shall have a thorough knowledge of and cooperative relationships  
22 with local resources available to the Participant to support recovery goals, including health, educational,  
23 vocational, financial, family, and treatment issues and provide assistance to the Participant in obtaining  
24 those services.

25 6) 42-Day Post-Custody Residential Recovery program shall consist of the following:

26 a) Assessment – Within fourteen (14) calendar days of admission,  
27 CONTRACTOR shall conduct a standardized, comprehensive risk and needs assessment on each  
28 Participant which assesses alcohol/drug abuse history, family history, mental and emotional status, legal  
29 status, educational and vocational background as well as daily living skills, stress management, literacy,  
30 employment, education, and money management. Assessment tools may include Addiction Severity  
31 Index (ASI), CalOMS, or other assessment tools that are completed and signed by staff and Participant  
32 and approved by ADMINISTRATOR.

33 b) Case Management – CONTRACTOR shall provide case management services  
34 by contacting outside agencies and making referrals for services outside the scope of comprehensive  
35 substance abuse services as identified in the Participant's treatment/recovery plan as necessary to the  
36 Participant's recovery. Such concomitant services include academic education, vocational training,  
37 medical and dental treatment, pre-and post counseling and testing for infectious diseases, legal

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2 assistance, job search assistance, financial assistance, childcare, and self-help programs such as twelve  
3 (12)-step programs.

4 c) Program Orientation – During the first seventy-two (72) hours of a  
5 Participant’s admission into the program, CONTRACTOR shall provide an orientation of the program.  
6 The program orientation shall include, but not be limited to:

- 7 (1) Program structure, schedules, and rules;
- 8 (2) Understanding of substance abuse and addiction;
- 9 (3) Policies regarding Participant fees;
- 10 (4) Participant rights;
- 11 (5) Assignment of a counselor; and
- 12 (6) A copy of the Code of Conduct.
- 13 (7) Continuing care services;

14 d) Treatment Phases - CONTRACTOR’s program shall consist of progressive  
15 treatment phases which shall be defined in CONTRACTOR’s Program Protocol, approved by  
16 ADMINISTRATOR, and include measurement of Participant’s progress in order to advance to  
17 subsequent phases. Each Participant shall be restricted to the premises of the facilities listed within this  
18 Agreement for a minimum of the first seven (7) calendar days of the program. Exceptions shall be  
19 allowed for medical and psychiatric services, described in subparagraph V.D. of this Exhibit A to the  
20 Agreement, or other staff-approved activities under CONTRACTOR supervision. Suggestions for  
21 treatment phases are as follows:

22 (1) Orientation and engagement consists of activities designed to interrupt  
23 negative alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant’s  
24 adjustment to a sober environment. The Participant shall not be expected to seek employment or  
25 educational opportunities during this phase.

26 (2) Primary treatment, internalization and socialization consists of activities  
27 designed to assist Participants in working on personal issues, cultivate support systems, and seek  
28 educational/vocational opportunities.

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

32 (4) Graduation consists of Participants completing their residential recovery  
33 treatment program in accordance with the treatment/recovery plan.

34 e) Treatment/Recovery Plan – CONTRACTOR shall collaboratively develop an  
35 individualized treatment plan with each Participant within fourteen (14) calendar days of admission into  
36 the Program, which shall be based upon the Participant’s needs identified in the assessment process.  
37 Each treatment plan shall include identification of a minimum of three (3) problem areas, including a

1 drug and/or alcohol problem, long term and short term individualized goals addressing the identified  
2 needs, action steps, target dates and dates of resolution for each. Every fourteen (14) calendar days,  
3 CONTRACTOR shall review with the Participant, and document in progress notes, the Participant's  
4 progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in  
5 problem identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days  
6 after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter,  
7 whichever comes first.

8 f) Habilitative and Rehabilitative Services – CONTRACTOR shall provide  
9 structured and planned habilitative and rehabilitative activities involving program staff and Participants  
10 in traditional classroom or experiential learning of practical life and social skills. Subjects shall include,  
11 but are not limited to, the following: job preparation, application, interview and retention skills;  
12 managing finances; maintaining health and personal hygiene and appearance; obtaining educational and  
13 vocational training; building and maintaining socially supportive relationships; securing housing;  
14 obtaining social services; recognizing and preventing substance abuse relapse; avoiding violence and  
15 criminal activities; recognizing and changing self-defeating thinking and behavior patterns; nutrition,  
16 meal planning and food preparation; parenting skills; and obtaining child care.

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

20 (1) Individual Counseling - CONTRACTOR shall provide counseling to  
21 Participant in need of individualized attention. Counseling shall be culturally appropriate to  
22 Participants' needs. Participants with special needs such as persons living with Human  
23 Immunodeficiency Virus (HIV) disease will be counseled by appropriately trained staff.

24 (2) Group Counseling - CONTRACTOR shall provide counseling within a  
25 group to Participant. Group intervention and activities may include, but are not limited to, encounter  
26 groups, seminars and educational groups, house and community group meetings, and/or habilitative  
27 group activities. Topics for discussion shall include anger management, criminal thinking and thinking  
28 errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities,  
29 the ratio of participants to Substance Abuse Program counselors shall not be greater than twelve to one  
30 (12:1) as evidenced on group activity rosters.

31 h) Structured Non-Therapeutic Activities: CONTRACTOR shall provide a  
32 minimum of six (6) hours of non-structured therapeutic activity that includes work, school, and  
33 volunteer hours outside the facility, chores, and recreational activities. Recreational activity and  
34 socialization services for participants may include, but not be limited to:

- 35 (1) Teaching the concepts of rules, teamwork and sportsmanship; and
- 36 (2) Providing guidance on use of recreational or leisure time.

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2 i) Exit Planning – CONTRACTOR shall develop an exit plan no later than fifteen  
3 (15) calendar days prior to Participant’s successful completion of the program. The transition and exit  
4 plan shall be completed and signed by staff and Participant. The transition and exit plan shall include:

5 (1) Identifying the Participant’s achievements while in the residential recovery  
6 treatment program such as meeting or progressing towards educational or vocational goals.

7 (2) A strategy or strategies to assist the Participant in maintaining an alcohol  
8 and drug free lifestyle.

9 (3) A continuing treatment exit plan that includes referral and linkage of the  
10 Participant to appropriate services such as outpatient treatment, other support services such as  
11 vocational rehabilitation, job training and other services. CONTRACTOR shall make best efforts to  
12 schedule an appointment for outpatient services, if needed, and document this in the participant’s chart.  
13 The continuing treatment plan shall also include the goals identified in the Participant’s treatment plan.

14 (4) Referrals to appropriate non-substance abuse resources such as continuing  
15 education and vocational rehabilitation.

16 j) Food and Other Services: CONTRACTOR shall provide basic life support,  
17 food service, storage, and supervision of medication.

18 k) Support Services: CONTRACTOR shall provide housekeeping, laundry,  
19 maintenance and arrangements for emergency and non-emergency medical services; assistance for  
20 financial, Medi-Ca, State Disability/Unemployment benefits.

21 l) Collateral Services: CONTRACTOR shall provide, as appropriate and  
22 documented in the Participant file, individual and group sessions for family members of the Participant.  
23 These services shall address family dynamics, which, if unchecked, could contribute to the Participant’s  
24 relapse and potential or actual abuse in the family system. The Participant shall be present during  
25 Collateral Services only when determined appropriate by the counselor, and Collateral Service shall be  
26 documented in the Participant file.

27 b. FOTP POST CUSTODY RE-ENTRY SERVICES

28 1) CONTRACTOR shall provide culturally sensitive, women-specific services for  
29 Participants within the context of individual and group therapy, to address issues including, but not  
30 limited to:

31 a) surviving abuse, as a female adult or child (physical, sexual, neglect, ritual,  
32 emotional);

33 b) human sexuality;

34 c) women and HIV;

35 d) gay and lesbian needs;

36 e) family systems;

37 f) parent effectiveness training and child development (including the effects upon

1 the human fetus of prenatal use of alcohol and drugs); and

2 g) adult children of alcoholics;

3 2) CONTRACTOR shall maintain contact with parole agents regarding treatment  
4 progress, barriers to progress, and exit planning.

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

10 4) CONTRACTOR shall construct a plan for aftercare which shall be fully  
11 documented in the Participant's exit plan.

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

17 6) Participant Completion – For the purposes of this Agreement, Participant  
18 completion shall mean a Participant has demonstrated progress in behavioral and emotional growth  
19 sufficient to have completed the objectives established by CONTRACTOR as these objectives are  
20 described in the Program Protocol.

21 a) Progress shall be documented in the Participant's treatment/recovery plan.

22 b) Successful program completion is defined as continued participation for ninety  
23 (90) calendar days with motivation and intent to recover from addiction in order to lead a productive  
24 alcohol-and-drug-free life. Discharge summary shall be consistent with progress notes and  
25 treatment/recovery plans regarding recovery status, level of functioning, and further need for aftercare.

26 7) CONTRACTOR shall provide residential recovery services which shall consist of a  
27 maximum of ninety (90) calendar days, unless approved in writing by ADMINISTRATOR.

28 a) Assessment – Within fourteen (14) calendar days of admission,  
29 CONTRACTOR shall conduct a standardized, comprehensive risk and needs assessment on each  
30 Participant which assesses both alcohol/drug abuse history, family history, mental and emotional status,  
31 educational and vocational background as well as daily living skills, stress management, literacy,  
32 employment, education, and money management. Assessment tools may include ASI, CalOMS, or  
33 other assessment tools that are completed and signed by staff and Participant and approved by  
34 ADMINISTRATOR.

35 b) Case Management – CONTRACTOR shall provide case management services  
36 by contacting outside agencies and making referrals for services outside the scope of comprehensive  
37 substance abuse services as identified in the Participant's treatment/recovery plan as necessary to the

1 Participant's recovery. Such concomitant services include academic education, vocational training,  
2 medical and dental treatment, pre-and post counseling and testing for infectious diseases, legal  
3 assistance, job search assistance, financial assistance, childcare, and self-help programs.

4 c) Program Orientation – During the first seventy-two (72) hours of a  
5 Participant's admission into the program, CONTRACTOR shall provide an orientation of the program.

6 The program orientation shall include, but not be limited to:

- 7 (1) Program structure, schedules, and rules;
- 8 (2) Understanding of substance abuse and addiction;
- 9 (3) Policies regarding Participant fees;
- 10 (4) Participant rights;
- 11 (5) Assignment of a counselor; and
- 12 (6) A copy of the Code of Conduct.
- 13 (7) Continuing care services;

14 d) Treatment Phases – CONTRACTOR's program shall consist of progressive  
15 treatment phases which shall be defined in CONTRACTOR's Program Protocol, approved by  
16 CONTRACTOR, and include measurement of Participant's progress in order to advance to subsequent  
17 phases. The Program Protocol shall be CONTRACTOR's written program description, goals and  
18 objectives, and policies established by CONTRACTOR for the residential recovery treatment program  
19 as provided for under this Agreement. Each Participant shall be restricted to the premises of the  
20 facilities listed within this Agreement for the first thirty (30) calendar days of the program. Exceptions  
21 shall be allowed for medical and psychiatric services, described in subparagraph V.D. of this Exhibit A  
22 to the Agreement, or other staff-approved activities under CONTRACTOR supervision. Suggestions for  
23 treatment phases are:

24 (1) Orientation and engagement consists of activities designed to interrupt  
25 negative alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant's  
26 adjustment to a sober environment. The Participant shall not be expected to seek employment or  
27 educational opportunities during this phase.

28 (2) Primary treatment, internalization and socialization consists of activities  
29 designed to assist Participants in working on personal issues, cultivate support systems, and seek  
30 educational/vocational opportunities.

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

34 (4) Graduation consists of Participants completing their residential recovery  
35 treatment program in accordance with the treatment plan.

36 e) Treatment/Recovery Plan – CONTRACTOR shall collaboratively develop an  
37 individualized treatment plan with each Participant within fourteen (14) calendar days of admission into

1 the Program, which shall be based upon the Participant's needs identified in the assessment process.  
2 Each treatment plan shall include identification of a minimum of three (3) problem areas, including a  
3 drug and/or alcohol problem, long term and short term individualized goals addressing the identified  
4 needs with action steps, target dates and dates of resolution. Every fourteen (14) calendar days,  
5 CONTRACTOR shall review with the Participant, and document in progress notes, the Participant's  
6 progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in  
7 problem identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days  
8 after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter,  
9 whichever comes first.

10 f) Habilitative and Rehabilitative Services – CONTRACTOR shall provide  
11 structured and planned habilitative and rehabilitative activities involving program staff and Participants  
12 in traditional classroom or experiential learning of practical life and social skills. Subjects shall include,  
13 but are not limited to, the following: job preparation, application, interview and retention skills;  
14 managing finances; maintaining health and personal hygiene and appearance; obtaining educational and  
15 vocational training; building and maintaining socially supportive relationships; securing housing;  
16 obtaining social services; recognizing and preventing substance abuse relapse; avoiding violence and  
17 criminal activities; recognizing and changing self-defeating thinking and behavior patterns; nutrition,  
18 meal planning and food preparation; parenting skills; and obtaining child care.

19 g) Collateral Services – CONTRACTOR shall provide, as appropriate and  
20 documented in the Participant file, individual and group sessions for family members of the Participant.  
21 These services shall address family dynamics, which, if unchecked, could contribute to the Participant's  
22 relapse and potential or actual abuse in the family system. The Participant shall be present during  
23 collateral services only when determined appropriate by the counselor and shall be documented in the  
24 Participant file.

25 h) FOTP Post-Custody Residential Recovery Program shall consist of a minimum  
26 of twenty (20) hours of Structured Activity per week of which Participants must engage in a minimum  
27 of fourteen (14) hours of Therapeutic Activity per week and shall include, at a minimum the following:

28 (1) Individual Counseling – CONTRACTOR shall provide counseling to  
29 Participant in need of individualized attention. Counseling shall be culturally appropriate to  
30 Participants' needs. Participants with special needs such as persons living with HIV disease will be  
31 counseled by appropriately trained staff.

32 (2) Group Counseling – CONTRACTOR shall provide counseling within a  
33 group to Participant. Group intervention and activities may include, but are not limited to, encounter  
34 groups, seminars and educational groups, house and community group meetings, and/or habilitative  
35 group activities. Topics for discussion shall include anger management, criminal thinking and thinking  
36 errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities,  
37 the ratio of participants to Substance Abuse Program counselors shall not be greater than twelve to one

1 (12:1) as evidenced on group activity rosters.

2 i) Structured Non-Therapeutic Activities: CONTRACTOR shall provide a  
3 minimum of six (6) hours of non-structured therapeutic activity that includes work, school, and  
4 volunteer hours outside the facility, chores, and recreational activities. Recreational activity and  
5 socialization services for participants may include, but not be limited to:

6 (1) Teaching the concepts of rules, teamwork and sportsmanship; and

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

8 j) Exit Planning – CONTRACTOR shall develop an exit plan no later than fifteen  
9 (15) calendar days prior to Participant’s successful completion of the program. The transition and exit  
10 plan shall be completed and signed by CONTRACTOR and Participant. The transition and exit plan  
11 shall include:

12 (1) Identifying the Participant’s achievements while in the residential recovery  
13 treatment program such as meeting or progressing towards educational or vocational goals.

14 (2) A strategy or strategies to assist the Participant in maintaining an alcohol  
15 and drug free lifestyle.

16 (3) A continuing treatment exit plan that includes referral and linkage of the  
17 Participant to appropriate services such as outpatient treatment, other support services such as  
18 vocational rehabilitation, job training and other services. CONTRACTOR shall make best efforts to  
19 schedule an appointment for outpatient services, if needed, and document this in the participant’s chart.  
20 The continuing treatment plan shall also include the goals identified in the Participant’s treatment plan.

21 (4) Referrals to appropriate non-substance abuse resources such as continuing  
22 education and vocational rehabilitation.

23 k) Food and Other Services – CONTRACTOR shall provide basic life support,  
24 food service, storage, and supervision of medication.

25 l) Support Services – CONTRACTOR shall provide housekeeping; laundry;  
26 maintenance and arrangements for emergency and non-emergency medical services, assistance to apply  
27 for financial, medical, and employment related benefits, e.g., Supplemental Security Income, Social  
28 Security, Medi-Cal, State Disability/Unemployment Benefits.

29 c. DRUG COURT POST CUSTODY RE-ENTRY SERVICES

30 1) CONTRACTOR shall provide, or cause to be provided, a residential recovery  
31 program for Participants, for no more than ninety (90) calendar days, unless otherwise authorized by  
32 ADMINISTRATOR.

33 2) CONTRACTOR’s residential recovery treatment services for new Participants  
34 from custody shall provide a structured recovery program of:

35 a) Substance abuse education;

36 b) Recovery planning coordinated with Drug Court clinic staff; and

37 c) Individual and group discussion for adult substance abusers within a



1 | supportive, culturally-appropriate residential environment.

2 |           3) Drug Court Post Custody Services shall consist of the following:

3 |           a) Assessment – Within fourteen (14) calendar days of admission,  
4 | CONTRACTOR shall conduct a standardized, comprehensive risk and needs assessment on each  
5 | Participant which assesses both alcohol/drug abuse history, family history, mental and emotional status,  
6 | educational and vocational background as well as daily living skills, stress management, literacy,  
7 | employment, education, and money management. Assessment tools may include ASI, CalOMS, or  
8 | other assessment tools that are completed and signed by staff and Participant and approved by  
9 | ADMINISTRATOR.

10 |           b) Case Management – CONTRACTOR shall provide case management services  
11 | by contacting outside agencies and making referrals for services outside the scope of comprehensive  
12 | substance abuse services as identified in the Participant’s treatment/recovery plan as necessary to the  
13 | Participant’s recovery. Such concomitant services include academic education, vocational training,  
14 | medical and dental treatment, pre-and post counseling and testing for infectious diseases, legal  
15 | assistance, job search assistance, financial assistance, childcare, and self-help programs.

16 |           c) Program Orientation – During the first seventy-two (72) hours of a  
17 | Participant’s admission into the program, CONTRACTOR shall provide an orientation of the program.  
18 | The program orientation shall include, but not be limited to:

- 19 |                   (1) Program structure, schedules, and rules;
- 20 |                   (2) Understanding of substance abuse and addiction;
- 21 |                   (3) Policies regarding Participant fees;
- 22 |                   (4) Participant rights;
- 23 |                   (5) Assignment of a counselor; and
- 24 |                   (6) A copy of the Code of Conduct.
- 25 |                   (7) Continuing care services;

26 |           d) Treatment Phases - CONTRACTOR’s program shall consist of progressive  
27 | treatment phases which shall be defined in CONTRACTOR’s Program Protocol, approved by  
28 | ADMINISTRATOR, and include measurement of Participant’s progress in order to advance to  
29 | subsequent phases. The Program Protocol shall be CONTRACTOR’s written program description,  
30 | goals and objectives, and policies established by CONTRACTOR for the residential recovery treatment  
31 | program as provided for under this Agreement. For ninety (90) calendar day or longer treatment  
32 | programs, each Participant shall be restricted to the premises of the facilities listed within this  
33 | Agreement for the first thirty (30) calendar days of the program. Exceptions shall be allowed for  
34 | medical and psychiatric services, or other staff-approved activities under CONTRACTOR supervision.  
35 | Recommendations for treatment phases are as follows:

36 |                   (1) Orientation and engagement consists of activities designed to interrupt  
37 | negative alcohol or other drug abuse lifestyle factors, address denial, and assist in the Participant’s

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2 adjustment to a sober environment. The Participant shall not be expected to be seeking employment or  
3 educational opportunities during this phase.

4 (2) Primary treatment, internalization and socialization consists of activities  
5 designed to assist Participants in working on personal issues, cultivate support systems, and seek  
6 educational/vocational opportunities.

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

10 (4) Graduation consists of Participants completing their residential treatment  
11 program in accordance with the treatment/recovery plan.

12 e) Treatment Plan – CONTRACTOR shall collaboratively develop an  
13 individualized treatment plan with each Participant within fourteen (14) calendar days of admission into  
14 the Program, which shall be based upon the Participant’s needs identified in the assessment process.  
15 Each treatment plan shall include identification of a minimum of three (3) problem areas, including a  
16 drug and/or alcohol problem, long term and short term individualized goals addressing the identified  
17 needs, action steps, target dates and dates of resolution. Every fourteen (14) calendar days,  
18 CONTRACTOR shall review with the Participant, and document in progress notes, the Participant’s  
19 progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in  
20 problem identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days  
21 after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter,  
22 whichever comes first.

23 f) Habilitative and Rehabilitative Services – CONTRACTOR shall provide  
24 structured and planned habilitative and rehabilitative activities involving program staff and Participants  
25 in traditional classroom or experiential learning of practical life and social skills. Subjects shall include,  
26 but are not limited to, the following: job preparation, application, interview and retention skills;  
27 managing finances; maintaining health and personal hygiene and appearance; obtaining educational and  
28 vocational training; building and maintaining socially supportive relationships; securing housing;  
29 obtaining social services; recognizing and preventing substance abuse relapse; avoiding violence and  
30 criminal activities; recognizing and changing self-defeating thinking and behavior patterns; nutrition,  
31 meal planning and food preparation; parenting skills; and obtaining child care.

32 g) Collateral Services – CONTRACTOR shall provide, as appropriate and  
33 documented in the Participant file, individual and group sessions for family members of the Participant.  
34 These services shall address family dynamics, which, if unchecked, could contribute to the Participant’s  
35 relapse and potential or actual abuse in the family system. The Participant shall be present during  
36 collateral services only when determined appropriate by the counselor and shall be documented in the  
37 Participant file.

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2 h) CONTRACTOR shall provide residential recovery treatment services which  
3 shall consist of a minimum of twenty (20) hours of structured activity per week, of which Participants  
4 must engage in a minimum of fourteen (14) hours of therapeutic activity and shall include, at a  
5 minimum, the following:

6 (1) Individual Counseling - CONTRACTOR shall provide counseling to  
7 Participant in need of individualized attention. Counseling shall be culturally appropriate to  
8 Participants' needs. Participants with special needs such as persons living with HIV disease will be  
9 counseled by appropriately trained staff.

10 (2) Group Counseling - CONTRACTOR shall provide counseling within a  
11 group to Participants. Group intervention and activities may include, but are not limited to, encounter  
12 groups, seminars and educational groups, house and community group meetings, and/or habilitative  
13 group activities. Topics for discussion shall include anger management, criminal thinking and thinking  
14 errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities,  
15 the ratio of participants to Substance Abuse Program counselors shall not be greater than 12:1 as  
16 evidenced on group activity rosters.

17 (3) Structured Non-Therapeutic Activities: CONTRACTOR shall provide a  
18 minimum of six (6) hours of non-structured therapeutic activity that includes work, school, and  
19 volunteer hours outside the facility, chores, and recreational activities. Recreational activity and  
20 socialization services for participants may include, but not be limited to:

21 (a) Teaching the concepts of rules, teamwork and sportsmanship; and

22 (b) Providing guidance on use of recreational or leisure time.

23 i) Exit Planning – CONTRACTOR shall develop an exit plan no later than fifteen  
24 (15) calendar days prior to Participant's successful completion of the program. The transition and exit  
25 plan shall be completed and signed by CONTRACTOR and Participant. The transition and exit plan  
26 shall include:

27 (1) Identifying the Participant's achievements while in the residential recovery  
28 treatment program such as meeting or progressing towards educational or vocational goals.

29 (2) A strategy or strategies to assist the Participant in maintaining an alcohol  
30 and drug free lifestyle.

31 (3) A continuing treatment exit plan that includes referral and linkage of the  
32 Participant to appropriate services such as outpatient treatment, other support services such as  
33 vocational rehabilitation, job training and other services. CONTRACTOR shall make best efforts to  
34 schedule an appointment for outpatient services, if needed, and document this in the participant's chart.  
35 The continuing treatment plan shall also include the goals identified in the Participant's treatment plan.

36 (4) Referrals to appropriate non-substance abuse resources such as continuing  
37 education and vocational rehabilitation.

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2 j) Food and Other Services - CONTRACTOR shall provide basic life support and  
3 other services including food service and support services such as housekeeping; laundry, excluding  
4 personal items; and maintenance.

5 k) Support Services: CONTRACTOR shall provide housekeeping, laundry,  
6 maintenance and arrangements for emergency and non-emergency medical services; assistance for  
7 financial, Medi-Ca, State Disability/Unemployment benefits.

8 D. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

9 1. CONTRACTOR shall ensure that all persons admitted for residential recovery treatment  
10 services shall have a health questionnaire completed using form ADP 10100-A-E, or may develop its  
11 own form provided it contains, at a minimum, the information requested in the ADP 10100-A-E.

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

14 1) CONTRACTOR shall review and approve the health questionnaire form prior to  
15 Participant's admission to the program. The completed Health Questionnaire shall be signed and dated  
16 by staff and Participant.

17 2) A copy of the health questionnaire shall be filed in the Participant's record.

18 b. CONTRACTOR shall, based on information provided by Participant on the health  
19 questionnaire, refer Participant to licensed medical professionals for physical and laboratory  
20 examinations, as needed.

21 1) CONTRACTOR shall obtain a copy of Participant's medical clearance or release  
22 prior to Participant's admission to the program.

23 2) A copy of the referral and clearance and any release shall be filed in the  
24 Participant's record.

25 2. CONTRACTOR shall provide directly or by referral: HIV education, voluntary,  
26 confidential HIV antibody testing and risk assessment and disclosure counseling.

27 3. CONTRACTOR shall have written procedures for obtaining medical or psychiatric  
28 evaluation and emergency services.

29 4. CONTRACTOR shall have readily available the name, address, and telephone number for  
30 the fire department, a crisis center, local law enforcement, and a paramedic unit or ambulance service.

31 5. CONTRACTOR shall provide tuberculosis (TB) services directly or by referral to  
32 COUNTY's Health Care Agency or another appropriate provider. TB services shall be provided to all  
33 Participants within seven (7) calendar days of admission. TB services shall consist of the following:

34 a. Counseling with respect to TB;

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

37 c. Provision for, or referral of, any Participant infected with TB for medical evaluation

1 and treatment.

2 E. TRANSPORTATION SERVICES

3 1. EMERGENCY MEDICAL TRANSPORTATION - COUNTY shall only pay for  
4 emergency medical ambulance or medical van transportation to and from designated alcohol and drug  
5 treatment programs or health facilities in accordance with ADMINISTRATOR's Emergency Medical  
6 Transportation Agreement.

7 2. OTHER TRANSPORTATION - CONTRACTOR shall transport Participant to locations  
8 that are considered necessary and/or important to the Participant's treatment/recovery plan including,  
9 but not limited to, Social Security Administration offices for Supplemental Security Income benefits and  
10 non-emergency medical or mental health services.

11 F. DRUG SCREENING

12 1. CONTRACTOR shall have a written policy and procedure statement regarding drug  
13 screening that includes unannounced drug and/or alcohol testing at a minimum of two (2) times per  
14 month for all Participants. All urine specimen collections shall be observed by same sex staff. This  
15 policy shall be approved by ADMINISTRATOR. CONTRACTOR shall:

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

18 b. Document results of the drug screening in the Participant's records.

19 2. In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory for drug  
20 screening purposes, CONTRACTOR shall collect and label samples from Participants. Such testing  
21 shall be provided at COUNTY's expenses.

22 3. In the event that any Participant of CONTRACTOR receives a drug test result indicating  
23 any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which  
24 shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within  
25 two (2) business days of receipt of such drug test results via an incident report, and the corrective action  
26 to be taken by the Participant.

27 G. ADMISSION TO RESIDENTIAL SERVICES

28 1. CONTRACTOR shall accept any person who is physically and mentally able to comply  
29 with the program's rules and regulations. Said persons shall include persons living with HIV disease, as  
30 well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual  
31 diagnosis. Dually diagnosed persons and others who require prescribed medication shall not be  
32 precluded from acceptance or admission solely based on their licit use of prescribed medications.

33 2. CONTRACTOR shall have a policy that requires any Participant who shows signs of any  
34 communicable disease, or through medical disclosure during the intake process, admits to a health  
35 related problem that would put others at risk, to be cleared medically before services are provided by  
36 any program.

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2 3. ADMISSION POLICY - CONTRACTOR shall grant priority in admissions to persons  
3 referred by ADMINISTRATOR, and shall establish and make available to the public, a written admission  
4 policy which shall include, but not be limited to the following treatment priorities:

- 5 a. First priority for admission shall be given to pregnant injection drug users.
- 6 b. Second priority for admission shall be given to pregnant substance abusers.
- 7 c. Third priority for admission shall be given to injection drug users.
- 8 d. Fourth priority for admission shall be given to all other substance abusers.

9 4. CONTRACTOR's admission policy shall reflect all applicable federal, state, and county  
10 regulations.

11 5. CONTRACTOR shall have the right to refuse admission of a person only in accordance  
12 with its written admission policy; provided, however, CONTRACTOR shall comply with the  
13 Nondiscrimination provisions of this Agreement.

14 H. WAITING LIST - CONTRACTOR shall maintain waiting lists which satisfy the following  
15 requirements:

16 1. Only individuals who have been screened to determine eligibility for admission are on the  
17 waiting list.

18 2. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of  
19 qualified applicants for admission is maintained along with dates of application, and dates and nature of  
20 follow up contacts.

21 3. A policy is maintained defining what individuals on waiting lists must do to remain eligible  
22 for admission and/or how CONTRACTOR will go about ensuring that applicants for admission remain  
23 interested in entering treatment.

24 4. Criteria shall be maintained defining when an individual's name is to be removed from the  
25 waiting list because of a loss of eligibility for admission or a failure to keep in contact with  
26 CONTRACTOR.

27 I. INTERIM SERVICES - All persons who are not admitted into a residential recovery program  
28 within fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list  
29 for admission, shall be provided interim services. Interim services shall consist of: TB counseling,  
30 voluntary testing, referral for medical evaluation, if appropriate; HIV education, HIV risk assessment  
31 and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant women,  
32 interim services shall also include counseling on the effects of alcohol and drugs on the developing  
33 fetus, and referral to prenatal medical care services. Interim services may be provided directly or by  
34 referral to COUNTY or another appropriate provider. Provision of interim services shall be documented  
35 on the DATAR and reported monthly to the DADP.

36 J. PERFORMANCE OUTCOMES - CONTRACTOR shall achieve performance outcome  
37 objectives for each Period, tracking and reporting performance outcome objective statistics in monthly

1 | programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary  
2 | to the following activities to meet the objectives, and, therefore, revisions to objectives and activities  
3 | may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.  
4 | Performance outcome objectives for each Period are as follows:

5 | 1. 42-DAY POST-CUSTODY RE-ENTRY SERVICES

6 | a. Objective 1: CONTRACTOR shall provide effective forty-two (42) day transitional  
7 | residential substance abuse assessment, treatment, and counseling to Participants with identified alcohol  
8 | and/or drug problems following their release from jail as measured by the number and percentage of  
9 | Participants successfully served during the forty-two (42) day program.

10 | b. Objective 2: CONTRACTOR shall facilitate transition from custody by linking  
11 | Participants to appropriate services as measured by the number and percentage of Participants  
12 | transitioned to other support services.

13 | 2. FOTP POST-CUSTODY RE-ENTRY SERVICES

14 | a. Objective 1: CONTRACTOR shall provide effective 90-day residential substance  
15 | abuse assessment, treatment, and counseling to Participants and graduates, with identified alcohol and/or  
16 | drug problems as measured by retention and completion rates.

17 | 1) Retention rates shall be calculated by using the number of Participants successfully  
18 | enrolled in or successfully completing their treatment program divided by the total number of  
19 | Participants served during the evaluation period.

20 | 2) Completion rates shall be calculated by using the number of Participants  
21 | successfully completing the treatment program divided by the total number of Participants discharged  
22 | during the evaluation period.

23 | b. Objective 2: CONTRACTOR shall obtain from eighty percent (80%) of Participants  
24 | completed CESI within fourteen (14) calendar days of admission and the CEST shall be administered to  
25 | Participants at midpoint and at completion receiving at a minimum, forty-five (45) calendar days of  
26 | treatment.

27 | 1) CONTRACTOR shall ensure that surveys are completed by designated Participants  
28 | in a timely and accurate manner, including, but not limited to, ensuring that surveys contain Provider  
29 | number, Participant identification (ID) number, responses to all psychosocial questions, responses for  
30 | other Participant and CONTRACTOR information, and that all fields are filled out and/or marked  
31 | appropriately.

32 | 2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the  
33 | originals to ADMINISTRATOR, once a month, no later than the tenth (10th) business day of each  
34 | month.

35 | 3) CONTRACTOR shall maintain the photocopies of the CESI and CEST documents  
36 | in Participant files and/or in readily accessible and confidential central filing area for reference.

37 | 4) CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission,

1 reporting, sorting, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist  
2 or as they may be revised and/or amended in the future, for the review, use and analysis of the CESI and  
3 CEST.

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

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

10 3. DRUG-COURT POST-CUSTODY RE-ENTRY SERVICES

11 a. Objective 1: CONTRACTOR shall provide effective ninety (90)-day residential  
12 substance abuse assessment, treatment, and counseling to drug court-enrolled Participants with  
13 identified alcohol and/or drug problems as measured by retention and completion rates.

14 1) Retention Rates shall be calculated by using the number of Participants remaining  
15 in the treatment program divided by the total number of Participants served during the evaluation period.

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

19 b. Objective 2: CONTRACTOR shall facilitate transition of drug court participants from  
20 residential program to outpatient counseling.

21 c. Objective 3: CONTRACTOR shall obtain from eighty percent (80%) of Participants  
22 completed CESI within fourteen (14) calendar days of admission and the CEST shall be administered to  
23 Participants at midpoint and at discharge receiving at a minimum, forty-five (45) calendar days of  
24 treatment.

25 1) CONTRACTOR shall ensure that surveys are completed by designated Participants  
26 in a timely and accurate manner, including, but not limited to, ensuring that surveys contain Provider  
27 number, Participant ID number, responses to all psychosocial questions, responses for other Participant  
28 and CONTRACTOR information, and that all fields are filled out and/or marked appropriately.

29 2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the  
30 originals to ADMINISTRATOR, once a month, no later than the tenth (10th) business day of each  
31 month.

32 3) CONTRACTOR shall maintain the photocopies of the CESI and CEST documents  
33 in Participant files and/or in readily accessible and confidential central filing area for reference.

34 4) CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission,  
35 reporting, sorting, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist  
36 or as they may be revised and/or amended in the future, for the review, use and analysis of the CESI and  
37



1 CEST.

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

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

9 K. CONTRACTOR's executive director or designee shall participate, when requested, in meetings  
10 facilitated by ADMINISTRATOR related to the provision of services pursuant to this Agreement.

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

16 M. PROBATION DEPARTMENT APPROVAL - CONTRACTOR shall apply for and receive  
17 approval of the Orange County Probation Department (Probation) to provide residential recovery  
18 treatment services. CONTRACTOR shall recognize the authority of Probation as officers of the Court,  
19 and shall extend cooperation to Probation in accordance with the services provided through this  
20 Agreement.

21 N. NON-SMOKING POLICY - CONTRACTOR shall establish a written non-smoking policy  
22 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
23 shall specify that the facility is "smoke free" with designated areas outside the facility.

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

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

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

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

36 Q. GOOD NEIGHBOR POLICY - CONTRACTOR shall establish a Good Neighbor Policy, which  
37 shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to,

1 limited to, staff training to respond to neighbor complaints, staff contact information to be made  
2 available to neighboring residents and complaint procedures.

3 R. RSA TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of  
4 RSA tokens for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

5 1. CONTRACTOR recognizes RSA tokens are assigned to a specific individual staff member  
6 with a unique password. RSA Tokens and passwords shall not be shared with anyone.

7 2. CONTRACTOR shall maintain an inventory of the RSA tokens, by serial number, and the  
8 staff member to whom each is assigned.

9 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the RSA  
10 token for each staff member assigned a token.

11 4. CONTRACTOR shall return to ADMINISTRATOR all RSA tokens under the following  
12 conditions:

13 a. Token of each staff member who no longer supports this Agreement.

14 b. Token of each staff member who no longer requires access to the HCA IRIS.

15 c. Token of each staff member who leaves employment of CONTRACTOR.

16 d. Tokens malfunctioning.

17 5. ADMINISTRATOR will issue RSA tokens for CONTRACTOR's staff members who  
18 require access to the IRIS upon initial training or as a replacement for malfunctioning tokens.

19 6. CONTRACTOR shall reimburse the COUNTY for tokens lost, stolen, or damaged through  
20 acts of negligence.

21  
22 **VI. STAFFING**

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

25 1. All staff providing services shall be licensed and/or certified in accordance with state  
26 requirements.

27 2. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff  
28 member on site at all times. Co-ed residential recovery treatment programs shall require twenty-four  
29 (24) hour awake supervision.

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

33 4. All program staff having direct contact with Participants shall, within the first (1st) year of  
34 employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize  
35 physical and psychiatric symptoms that require appropriate referrals to other agencies. Contractor shall  
36 provide ongoing training in topics related to alcohol and drug use on a yearly basis.

37 B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the

1 performance of services pursuant to this Agreement.

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3 C. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns.  
4 Unless waived by ADMINISTRATOR, prior to providing services pursuant to this Agreement, interns  
5 shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree in a related  
6 field or be participating in any State recognized counseling certification program. CONTRACTOR  
7 shall provide a minimum of one (1) hour supervision for each ten (10) hours of work by interns or  
8 consistent with school or licensing board requirements. CONTRACTOR shall provide supervision to  
9 volunteers as specified in the respective job descriptions or work contracts. Volunteer or student intern  
10 services may not comprise more than twenty percent (20%) of the services provided.

11 D. CODE OF CONDUCT – Separate from the Code of Conduct specified in the Compliance  
12 paragraph of this Agreement, CONTRACTOR shall establish a written Code of Conduct for employees,  
13 volunteers, interns, and members of the board of directors which shall include, but not be limited to,  
14 standards related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual  
15 conduct with Participants; prohibition of forging or falsifying documents or drug tests; and conflict of  
16 interest. Prior to providing any services pursuant to this Agreement all employees, volunteers, and  
17 interns shall agree in writing to maintain the standards set forth in the Code of Conduct. A copy of the  
18 Code of Conduct shall be provided to each Participant upon admission and shall be posted in writing in  
19 a prominent place in the treatment facility.

20 E. CONTRACTOR shall provide pre-employment screening of any staff person providing services  
21 pursuant to this Agreement. All staff shall pass an Orange County criminal justice background check  
22 conducted by Probation on a yearly basis. Program directors, managers and other supervisory staff will  
23 be requested to voluntarily submit to a more extensive background check, including "live scan"  
24 fingerprinting. The results of the fingerprint checks will be sent directly from the State Department of  
25 Justice to Probation.

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

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

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

31 c. No person shall have been convicted of any violent felony as defined in Penal Code  
32 section 667.5, which involves doing bodily harm to another person, for which the staff member was  
33 convicted within five years prior to employment;

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

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

37 f. No prior employment history of improper conduct, including but not limited to, forging

1 or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior  
2 with staff or residents at another treatment facility.

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

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