

1 AGREEMENT FOR PROVISION OF
2 POST CUSTODY RE-ENTRY SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 «UCNAME»
7 JULY 1, 2013 THROUGH JUNE 30, 2016

8
9 THIS AGREEMENT entered into this 1st day of July 2013, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UCNAME», a
11 California nonprofit «CORPORATION» (CONTRACTOR). This Agreement shall be administered by
12 the County of Orange Health Care Agency (ADMINISTRATOR).

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

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Post Custody
17 Re-Entry Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2013 through June 30, 2016

Period One means the period from July 1, 2013 through June 30, 2014

Period Two means the period from July 1, 2014 through June 30, 2015

Period Three means the period from July 1, 2015 through June 30, 2016

Aggregate Maximum Obligation:

Period One Maximum Obligation: \$278,683

Period Two Maximum Obligation: 278,683

Period Three Maximum Obligation: 278,683

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$836,049

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»: «CONTACT»
 «LCNAME»
 «ADDRESS»
 «CITYSTATEZIP»
 «CONTACT_EMAIL»

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I. ACRONYMS

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

A. ADP	Alcohol and Drug Program
B. ARRA	American Recovery and Reinvestment Act
C. ASI	Addiction Severity Index
D. ASRS	Alcohol and Drug Programs Reporting System
E. BJA	Bureau of Justice Administration
F. CAF	Client Admit Form
G. CalOMS	California Outcomes Measurement System
H. CAP	Corrective Action Plan
I. CCC	California Civil Code
J. CCR	California Code of Regulations
K. CDC	California Department of Corrections
L. CDCI	Comprehensive Drug Court Implementation
M. CEO	County Executive Office
N. CESI	Client Evaluation of Self at Intake
O. CEST	Client Evaluation of Self and Treatment
P. CFDA	Catalog of Federal Domestic Assistance
Q. CFR	Code of Federal Regulations
R. CHPP	COUNTY HIPAA Policies and Procedures
S. CHS	Correctional Health Services
T. CIW	California Institute for Women
U. COI	Certificate of Insurance
V. DATAR	Drug Abuse Treatment Access Report
W. D/MC	Drug/Medi-Cal
X. DCHS	Department of Health Care Services
Y. DMH	Department of Mental Health
Z. DPFS	Drug Program Fiscal Systems
AA. DRS	Designated Record Set
AB. ePHI	Electronic Protected Health Information
AC. FOTP	Female Offender Treatment Program
AD. FTE	Full Time Equivalent
AE. GAAP	Generally Accepted Accounting Principles
AF. HCA	Health Care Agency
AG. HHS	Health and Human Services

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1	AH.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
2			Law 104-191
3	AI.	HIV	Human Immunodeficiency Virus
4	AJ.	HSC	California Health and Safety Code
5	AK.	ISO	Insurance Services Office
6	AL.	IRIS	Integrated Records and Information System
7	AM.	MHP	Mental Health Plan
8	AN.	NIATx	Network for Improvement for Addiction Treatment Model
9	AO.	OCJS	Orange County Jail System
10	AP.	OCPD	Orange County Probation Department
11	AQ.	OCR	Office for Civil Rights
12	AR.	OCSD	Orange County Sheriff's Department
13	AS.	OIG	Office of Inspector General
14	AT.	OMB	Office of Management and Budget
15	AU.	OPM	Federal Office of Personnel Management
16	AV.	PA DSS	Payment Application Data Security Standard
17	AW.	PC	State of California Penal Code
18	AX.	PCI DSS	Payment Card Industry Data Security Standard
19	AY.	PHI	Protected Health Information
20	AZ.	PII	Personally Identifiable Information
21	BA.	PRA	Public Record Act
22	BB.	PSN	Parole Services Network
23	BC.	SIR	Self-Insured Retention
24	BD.	SSI	Supplemental Security Income
25	BE.	TB	Tuberculosis
26	BF.	The HITECH Act	The Health Information Technology for Economic and Clinical Health
27			Act, Public Law 111-005
28	BG.	USC	United States Code
29	BH.	WIC	State of California Welfare and Institutions Code

31 **II. ALTERATION OF TERMS**

32 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully
 33 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
 34 matter of this Agreement.

35 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
 36 this Agreement or any Exhibits, whether written or verbal, shall be valid unless made in the form of a
 37 written amendment to this Agreement, which has been formally approved and executed by both parties.

III. 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.

IV. COMPLIANCE

A. ADMINISTRATOR 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 HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct 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. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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1 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
2 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
3 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
4 grounds for termination of this Agreement as to the non-complying party.

5 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
6 procedures and screen all Covered Individuals employed or retained to provide services related to this
7 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
8 Screening shall be conducted against the General Services Administration's Excluded Parties List
9 System or System for Award Management, the Health and Human Services/Office of Inspector General
10 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
11 List and/or any other as identified by the ADMINISTRATOR.

12 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
13 provide health care items or services or who perform billing or coding functions on behalf of
14 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
15 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
16 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
17 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
18 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
19 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
20 procedures.

21 2. An Ineligible Person shall be any individual or entity who:
22 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
23 federal and state health care programs; or
24 b. has been convicted of a criminal offense related to the provision of health care items or
25 services and has not been reinstated in the federal and state health care programs after a period of
26 exclusion, suspension, debarment, or ineligibility.

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

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

36 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
37 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

1 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
2 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
3 Ineligible Person.

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

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

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

19 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
20 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
21 representative to complete all Compliance Trainings when offered.

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

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

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

28 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

29 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
30 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
31 and are consistent with federal, state and county laws and regulations.

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

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

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

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

V. CONFIDENTIALITY

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

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

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

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

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

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

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VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, and Period Three, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to

COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. Unless otherwise approved by ADMINISTRATOR, costs that exceed the provisional rate as specified in the Payments Paragraph of Exhibit A to this Agreement shall be unreimbursable to CONTRACTOR

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract

1 under a public transaction; violation of federal or state antitrust statutes or commission of
2 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or
3 receiving stolen property.

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

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

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

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

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

19 20 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

26 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
27 prior written consent of COUNTY.

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

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

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

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

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

12 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
13 means of subcontracts, provided such subcontracts are approved in advance, in writing by
14 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
15 under subcontract, and include any provisions that ADMINISTRATOR may require.

16 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
17 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract
18 subsequently fails to meet the requirements of this Agreement or any provisions that
19 ADMINISTRATOR has required.

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

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

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

27 28 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

X. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

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

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

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

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

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

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

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

3 I. Equipment purchases shall not exceed \$50,000 annually.
4

5 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

12 **XII. INDEMNIFICATION AND INSURANCE**

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

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

30 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
31 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
32 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
33 CEO/Office of Risk Management.

34 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
35 Agreement, COUNTY may terminate this Agreement.

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1 E. QUALIFIED INSURER

2 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
3 the state of California (California Admitted Carrier) or have a minimum rating of A - (Secure A.M.
4 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
5 Key Rating Guide/Property-Casualty/United States or ambest.com)

6 2. If the insurance carrier is not an admitted carrier in the state of California and does not have
7 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
8 reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

30 G. REQUIRED COVERAGE FORMS

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

33 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
34 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

35 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
36 following endorsements, which shall accompany the COI:

37 //

1 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
2 as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as
3 Additional Insureds.

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

7 I. All insurance policies required by this Agreement shall waive all rights of subrogation against
8 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
9 officers, agents and employees when acting within the scope of their appointment or employment.

10 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
11 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
12 elected and appointed officials, officers, agents and employees.

13 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days
14 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This
15 shall be evidenced by policy provisions or an endorsement separate from the COI.

16 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
17 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

24 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
25 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
26 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
27 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
28 remedies.

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

32 **Q. SUBMISSION OF INSURANCE DOCUMENTS**

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

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

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

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

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

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

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

XIII. INSPECTIONS AND AUDITS

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

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

C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

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

5 E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an
 6 annual Single Audit as required by OMB Circular A-133. CONTRACTOR shall forward the Single
 7 Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

8 9 **XIV. LICENSES AND LAWS**

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

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

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

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

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

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

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

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

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

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

1. ARRA of 2009.
2. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
3. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.
4. State of California, Department of Social Services, Community Care Licensing Division requirements for Group Homes.
5. HSC, Divisions 10.5 and 10.6.
6. HSC, §§11758.40 through 11758.47.
7. HSC, §§11839 through 11839.22.
8. HSC, §11864.
9. HSC, §11876(a).
10. HSC, §§123110 through 123149.5.
11. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
12. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
13. 41 CFR, Public Contracts and Property Management.
14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
15. 45 CFR 93, New Restrictions on Lobbying.
16. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
17. 45 CFR 96.132(e), Additional Agreements.
18. 45 CFR 96.135, Restrictions on Expenditure of Grant.
19. 45 CFR 160, General Administrative Requirements.
20. 45 CFR 162, Administrative Requirements.
21. 45 CFR 164, Security And Privacy.
22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
23. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.
24. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
25. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.
26. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.

27. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health services facilities and organizations.
28. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative Simplification.
29. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
30. 42 USC 6101, Age Discrimination Act of 1975.
31. 42 USC 2000d, Civil Rights.
32. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants."
33. 42 USC §§ 3601-3619, the Fair Housing Act.
34. 8 USC, 1324, Immigration Reform & Control Act, 1986.
35. CCC §§56 through 56.37, Confidentiality of Medical Information.
36. CCC §§1798.80 through 1798.82, Customer Records.
37. CCC §1798.85, Confidentiality of Social Security Number.
38. CCR, Title 9, Division 4; and Title 22.
39. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
40. U.S. Department of Health and Human Services Grants Policy Statement.
41. U.S. Department of Housing and Urban Development.
42. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol and Drug Programs, 2003.

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all

1 forms of social media used to either directly or indirectly support the services described within this
2 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
3 they pertain to any social media developed in support of the services described within this Agreement.
4 CONTRACTOR shall also include any required funding statement information on social media when
5 required by ADMINISTRATOR.

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

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

11 12 **XVI. MAXIMUM OBLIGATION**

13 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
14 agreements for Post Custody Re-Entry Services during Period One, Period Two and Period Three are as
15 specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with
16 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation
17 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a
18 fraction of these Aggregate Maximum Obligations.

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

21 22 **XVII. NONDISCRIMINATION**

23 **A. EMPLOYMENT**

24 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
25 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
26 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
27 over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the
28 term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts
29 that subcontractors shall not unlawfully discriminate against any employee or applicant for employment
30 because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
31 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

7 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
8 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
9 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
10 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
11 Such requirements shall be deemed fulfilled by use of the term EOE.

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

17 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
18 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
19 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
20 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
21 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
22 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
23 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
24 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
25 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
26 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
27 limited to the following based on one or more of the factors identified above:

28 1. Denying a client or potential client any service, benefit, or accommodation.
29 2. Providing any service or benefit to a client which is different or is provided in a different
30 manner or at a different time from that provided to other clients.

31 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
32 others receiving any service or benefit.

33 4. Treating a client differently from others in satisfying any admission requirement or
34 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
35 any service or benefit.

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

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

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

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

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

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

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

25 XVIII. NOTICES

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

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

32 2. When faxed, transmission confirmed;

33 3. When sent by Email; or

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

36 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
 37 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
2 Parcel Service, or other expedited delivery service.

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

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

9 10 **XIX. NOTIFICATION OF DEATH**

11 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
12 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

21 2. WRITTEN NOTIFICATION

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

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

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

33 34 **XX NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Department of ASRS manual.
3. State of California, DPFS manual.
4. State of California, Health and Safety Code §123145.
5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

1 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
2 accordance with the terms of this Agreement and common business practices. If documentation is
3 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

4 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
5 site visit.

6 2. Provide auditor or other authorized individuals access to documents via a computer
7 terminal.

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

10 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
11 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
12 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

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

20 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
21 commencement of the contract, unless a longer period is required due to legal proceedings such as
22 litigations and/or settlement of claims.

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

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

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

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

33
34 **XXII. RESEARCH AND PUBLICATION**

35 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
36 result of this Agreement for the purpose of personal publication.

37 //

XXIII. REVENUE

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

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

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

XXIV. RIGHT TO WORK AND MINIMUM WAGE LAWS

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

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

D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in

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1 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
2 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

3 4 **XXV. SEVERABILITY**

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

10 11 **XXVI. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 24 **XXVII. STATUS OF CONTRACTOR**

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

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XXVIII. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. The term of this Agreement shall commence and terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

XXIX. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

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

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

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

7 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
8 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
9 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
10 term of the Agreement.

11 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
12 above, CONTRACTOR shall do the following:

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

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

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

19 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
20 upon request, all client information and records deemed necessary by ADMINISTRATOR to affect an
21 orderly transfer.

22 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
23 client's best interests.

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

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

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

34 G. 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.

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XXX. THIRD PARTY BENEFICIARY

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

XXXI. WAIVER OF DEFAULT OR BREACH

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

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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: _____
9

10
11 BY: _____ DATED: _____
12

13 TITLE: _____
14

15
16
17 COUNTY OF ORANGE
18

19
20 BY: _____ DATED: _____
21

22 HEALTH CARE AGENCY
23
24

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

29
30 BY:  _____ DATED: 3/25/13
31

32 DEPUTY
33
34

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
POST CUSTODY RE-ENTRY SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UCNAME»
JULY 1, 2013 THROUGH JUNE 30, 2016

I. DEFINITIONS

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

A. CalOMS means a statewide participant-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of substance use disorder services at State, County, and provider levels.

B. CESI and CEST are self-administered survey instruments designed to access participants' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

C. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR staff in which specific information about the Participant is gathered including the ability to pay and standard admission forms pursuant to the Agreement.

D. IRIS means a collection of applications and databases that serve the needs of programs within the HCA and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

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

F. NIATx means the network for improvement of addiction treatment, a model for improving business process.

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

H. Participant means a person who has a substance use disorder for whom a COUNTY approved intake and admission for residential services have been completed pursuant to the Agreement, as appropriate.

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

J. Residential Recovery Treatment means substance use disorder and other drug treatment services that are provided to Participants at a supervised twenty-four (24)-hour residential recovery program. Services are provided in an alcohol and drug-free environment with treatment for substance use disorders. These services are provided in a non-medical, residential setting that has been licensed and certified by the State.

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

L. Service Category means the type of Post Custody Re-Entry Services provided to Participants. Service Categories include FOTP Post Custody Re-Entry Services, and Drug Court Post Custody Re-Entry Services.

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

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

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

P. Token means the security device which allows an individual user to access the HCA computer based IRIS.

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

II. BUDGET

A. The following budget is set-forth per fiscal year for each Service Category of Post Custody Re-Entry Services; FOTP and Drug Court and is an aggregate funding amount for several Agreements and CONTRACTOR will only be reimbursed a fraction of the budget.

1. Aggregate Maximum Funding for Period One, July 1 2013 - June 30, 2014 is \$278,683
 - a. FOTP - \$78,683
 - b. Drug Court - \$200,000
2. Aggregate Maximum Funding for Period Two, July 1 2014 - June 30, 2015 is \$278,683
 - a. FOTP - \$78,683

b. Drug Court - \$200,000

3. Aggregate Maximum Funding for Period Three, July 1 2015 - June 30, 2016 is \$278,683

a. FOTP - \$78,683

b. Drug Court - \$200,000

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of \$72.00 per bed day provided, however, that the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all Post Custody Re-Entry Services shall not exceed COUNTY's Maximum Obligation for each Service Category and shall not exceed COUNTY's Aggregate Maximum Obligation, as set forth in the Referenced Contract Provisions of the Agreement. Non-compliance will require the completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the State, County or Probation, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement.

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

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

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

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

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

G. In conjunction with the Payments Paragraph of this Exhibit A to the Agreement units of service shall not be entered in the COUNTY IRIS system for services not rendered. If information has been

1 entered, corrections will be made within ten (10) business days from notification of
2 ADMINISTRATOR.

3 H. The Agreement includes federal funds paid to CONTRACTOR. The CFDA number and
4 associated information for federal funds paid through the Agreement is specified below:

5
6 CFDA Year: 2013
7 CFDA No.: 93.959
8 Program Title: Block Grants for Prevention and Treatment of Substance Abuse
9 Federal Agency: Department of Health and Human Services
10 Award Name: Negotiated Net Amount/Drug MediCal Contract

11
12 I. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB
13 Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit
14 requirements within the reporting period specified by OMB Circular A-133.

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

17 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
18 Payments Paragraph of this Exhibit A to the Agreement.

19 20 **IV. RECORDS**

21 A. PARTICIPANT RECORDS - CONTRACTOR shall maintain adequate records in accordance
22 with the COUNTY Guidelines on each individual Participant in sufficient detail to permit an evaluation
23 of services, which shall include, but need not be limited to:

24 1. ADMINISTRATOR's Treatment Authorization Referral form for Residential Treatment
25 services.

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

29 3. An admission record shall include documentation that residential services are appropriate
30 for the Participant. Such documentation, made within seven (7) calendar days of admission, shall
31 include a comprehensive psychosocial assessment.

32 B. FINANCIAL RECORDS - The Participant eligibility determination and fee charged to and
33 collected from Participants, together with a record of all billings rendered and revenues received from
34 any source on behalf of Participants treated pursuant to the Agreement, must be reflected in
35 CONTRACTOR's financial records.

36 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
37 Records Paragraph of this Exhibit A to the Agreement.

V. REPORTS**A. MONTHLY PROGRAMMATIC**

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

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

B. MONTHLY IRIS - CONTRACTOR shall participate in COUNTY's IRIS, and input all IRIS and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the month following the report month. CONTRACTOR shall correct and submit all errors from the CalOMS Feedback and Error Report via IRIS within seven (7) calendar days of receipt of this report. CalOMS discharges shall be entered no later than seven (7) calendar days after Participant's discharge. CONTRACTOR shall not be compensated for units of service (bed days, individual and group counseling units) that are not entered into the IRIS system.

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

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

E. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the information is needed.

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

VI. SERVICES

A. FACILITY - CONTRACTOR shall provide services at any facility approved in advance, in writing, by ADMINISTRATOR and appropriately licensed and certified in accordance with the State's Programs Standards, and CCR, Title 9.

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

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

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

12 B. PERSONS TO BE SERVED

13 1. CONTRACTOR shall serve adult Participants who have abstained from substance use for at
14 least twenty-four (24) hours; have a diagnosis of a substance use disorder, and demonstrate a need for a
15 substance use disorder residential treatment setting. Such persons shall include persons with co-
16 occurring disorders.

17 2. FOTP POST CUSTODY RE-ENTRY SERVICES - CONTRACTOR shall serve adult
18 female parolees, who are referred by ADMINISTRATOR, being paroled from the CIW Forever Free
19 program and women on Community Parole, which include any adult female who is on parole from any
20 of the California State Prisons for Women as verified by CDC, Parole and Community Services.
21 CONTRACTOR shall also serve any adult female parolee deemed appropriate by CDC and the State as
22 verified by the parole agent. CONTRACTOR shall accept all said referrals.

23 3. 90-DAY DRUG COURT POST CUSTODY RE-ENTRY SERVICES - CONTRACTOR
24 shall serve, immediately upon their release from an Orange County jail, adult males and females, who are
25 referred by COUNTY's Drug Court Program. CONTRACTOR shall accept all referrals in accordance
26 with its bed capacity.

27 4. ADMISSION TO RESIDENTIAL SERVICES

28 a. 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 Persons having a concurrent diagnosis of mental illness will be served in accordance with Federal
34 Substance Abuse Prevention and Treatment Block Grant Program requirements and COUNTY
35 guidelines.

36 b. CONTRACTOR shall have a policy that requires any Participant who shows signs of
37 any communicable disease, or through medical disclosure during the intake process, admits to a health

1 related problem that would put others at risk, to be cleared medically before services are provided by any
2 program.

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

- 6 1) First priority for admission shall be given to pregnant injection drug users.
- 7 2) Second priority for admission shall be given to pregnant substance users.
- 8 3) Third priority for admission shall be given to injection drug users.
- 9 4) Fourth priority for admission shall be given to all other substance users.

10 d. CONTRACTOR's admission policy shall reflect all applicable federal, State, and
11 COUNTY regulations.

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

15 f. CONTRACTOR shall discharge Participants who are away from the facility more than
16 seven (7) days unless authorized by ADMINISTRATOR.

17 C. SERVICES TO BE PROVIDED

18 1. CONTRACTOR shall provide services in accordance with protocols established by
19 CONTRACTOR and approved by ADMINISTRATOR. Said services shall be provided at State licensed
20 and certified facility that is furnished consistent with the cultural values of the population to be served.

21 2. RESIDENTIAL RECOVERY SERVICES - CONTRACTOR shall operate licensed and
22 certified substance use disorder residential facilities for the provision of residential recovery services, in
23 accordance with the standards established by COUNTY and State, and within the specifications stated
24 herein, unless otherwise authorized by ADMINISTRATOR.

25 3. CO-OCCURRING DISORDERS - CONTRACTOR shall ensure that rehabilitative and
26 recovery services to Participants with co-occurring disorders address the relationship between the two
27 diagnoses throughout treatment.

28 4. ASSESSMENT - Within seven (7) calendar days of admission, CONTRACTOR shall
29 conduct a standardized, comprehensive risk and needs assessment on each Participant which assesses
30 alcohol/drug use history, family history, mental and emotional status, legal status, educational and
31 vocational background as well as daily living skills, stress management, literacy, employment,
32 education, and money management. Assessment tools shall be co-occurring capable, meet best practice
33 standards and may include ASI, CalOMS, or other assessment tools that are completed and signed by
34 staff and Participant and approved by ADMINISTRATOR.

35 5. CASE MANAGEMENT - CONTRACTOR shall provide case management services by
36 contacting outside agencies and making referrals for services outside the scope of comprehensive
37 substance use disorder services as identified in the Participant's treatment/recovery plan as necessary to

1 the 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 such as twelve
 4 (12)-step programs. Said referrals shall be documented in the Participant's file.

5 6. PROGRAM ORIENTATION - During the first seventy-two (72) hours of a Participant's
 6 admission into the program, CONTRACTOR shall provide an orientation of the program. The program
 7 orientation shall include, but not be limited to:

- 8 a. Overview of Program structure and schedules;
- 9 b. Program rules and regulations;
- 10 c. Policies regarding Participant fees;
- 11 d. Participant rights;
- 12 e. Assignment of a counselor;
- 13 f. Staff Code of Conduct; and
- 14 g. Continuing care services.

15 7. TREATMENT/RECOVERY PLAN - CONTRACTOR shall collaboratively develop an
 16 individualized treatment plan with each Participant within fourteen (14) calendar days of admission into
 17 the Program, which shall be based upon the Participant's needs identified in the assessment process.
 18 Each treatment plan shall include identification of a minimum of three (3) problem areas, including a
 19 substance use disorder problem, long term and short term individualized goals addressing the identified
 20 needs, action steps, target dates and dates of resolution for each. Every fourteen (14) calendar days,
 21 CONTRACTOR shall review with the Participant, and document in progress notes, the Participant's
 22 progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in
 23 problem identification, focus of recovery or treatment occurs.

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

33 9. COLLATERAL SERVICES - CONTRACTOR shall provide, as appropriate and
 34 documented in the Participant file, individual and group sessions for family members of the Participant.
 35 These services shall address family dynamics, which could contribute to the Participant's relapse and
 36 potential or actual abuse in the family system. Collateral Service shall include the Participant unless
 37 determined inappropriate by the counselor.

10. STRUCTURED ACTIVITY

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

1) Individual Counseling - CONTRACTOR shall provide individual counseling to Participants.

2) Group Counseling - CONTRACTOR shall provide counseling within a group to Participant. Group intervention and activities may include, but are not limited to, encounter groups, seminars and educational groups, house and community group meetings, self-help meetings, and practical life and social skills. Topics for discussion shall include anger management, criminal thinking and thinking errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities, the ratio of participants to Substance Use Disorder Program counselors shall not be greater than twelve to one (12:1) as evidenced on group activity rosters.

b. CONTRACTOR shall provide a minimum of six (6) hours of structured non-therapeutic activity per week that includes work, school, and volunteer hours outside the facility, chores, and recreational activities. Recreational activity and socialization services for participants may include, but not be limited to:

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

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

11. TREATMENT PHASES - CONTRACTOR's program shall consist of progressive treatment phases which shall be defined in CONTRACTOR's Program Protocol, approved by ADMINISTRATOR, and include measurement of Participant's progress in order to advance to subsequent phases. The Program Protocol shall be CONTRACTOR's written program description, goals and objectives, and policies established by CONTRACTOR for the residential recovery treatment program as provided for under the Agreement. Each Participant admitted to the ninety calendar day programs shall be restricted to the premises of the facilities listed within the Agreement for the first thirty (30) calendar days of the program. Exceptions shall be allowed for medical and psychiatric services, described in Subparagraph V.D. of this Exhibit A to the Agreement, or other staff-approved activities under CONTRACTOR supervision. Suggestions for treatment phases are as follows:

a. Orientation and engagement consists of activities designed to interrupt negative substance use disorder lifestyle factors, address denial, and assist the Participant's adjustment to a sober environment. The Participant shall not be expected to seek employment or educational opportunities during this phase.

b. Primary treatment, internalization and socialization consists of activities designed to assist Participants in working on personal issues, cultivate support systems, and seek educational/vocational opportunities.

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

d. Graduation consists of Participants completing their residential recovery treatment program in accordance with the treatment/recovery plan.

12. TRANSITION/EXIT PLANNING - CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen (14) calendar days prior to Participant's successful completion from the program. The transition/exit plan shall be completed and signed by staff and Participant. The transition/exit plan shall include:

a. Identifying the Participant's achievements while in the residential recovery treatment program such as meeting or progressing towards educational or vocational goals.

b. A strategy or strategies to assist the Participant in maintaining a substance use disorder free lifestyle.

c. A continuing treatment exit plan that includes referral and linkage of the Participant to appropriate services such as outpatient treatment, other support services such as vocational rehabilitation, job training and other services, if needed, and shall document this in the participant's chart. The continuing treatment plan shall also include the goals identified in the Participant's treatment plan.

d. Referrals to appropriate non-substance use resources such as continuing education and vocational rehabilitation.

e. CONTRACTOR shall provide linkage to outpatient treatment, support services such as self-help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.

13. PARTICIPANT COMPLETION - Participant completion shall mean a Participant has demonstrated progress in behavioral and emotional growth sufficient to have completed the objectives established by CONTRACTOR as these objectives are described in the Program Protocol.

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

b. Successful program completion is defined as continued participation for the length of stay specified for the program with motivation and intent to recover from addiction in order to lead a productive substance use disorder free life.

14. DISCHARGE SUMMARY - CONTRACTOR shall develop written procedures regarding participant discharge. Written criteria for the discharge summary shall include:

a. Reason for discharge

b. Description of treatment episodes or recovery services

c. Current substance use at discharge

d. Vocational and educational achievements

e. Legal status

- 1 f. Linkages and referrals made
- 2 g. Participants comments
- 3 h. Description of the Participant's goals and achievement towards those goals as described
- 4 in the Participant's treatment plan.

5 15. FOOD AND OTHER SERVICES - CONTRACTOR shall provide a clean, safe

6 environment, toiletries, clean linen, food service, storage, and supervision of medication.

7 16. SUPPORT SERVICES - CONTRACTOR shall provide housekeeping, laundry,

8 maintenance and arrangements for emergency and non-emergency medical services.

9 17. FOTP POST CUSTODY RE-ENTRY SERVICES

10 a. CONTRACTOR shall provide residential recovery services to adult female parolees

11 which shall consist of a maximum of ninety (90) calendar days, unless approved in writing by

12 ADMINISTRATOR.

13 b. CONTRACTOR shall maintain contact with parole agents regarding treatment

14 progress, barriers to progress, and exit planning.

15 c. CONTRACTOR, throughout the course of treatment, shall continue to closely

16 coordinate with Children's Protective Services, if applicable, and other community agency

17 representative(s) acting on behalf of the Participant and/or her child(ren) to facilitate successful

18 independent community living. CONTRACTOR shall document such coordination activities in

19 Participant files.

20 d. CONTRACTOR shall construct a plan for continuing care which shall be fully

21 documented in the Participant's exit plan.

22 e. CONTRACTOR shall make every effort to notify the parole agent of any FOTP

23 Participant's behavior patterns which may lead to an involuntary discharge so that the parole agent may

24 attempt to influence the Participant to improve treatment efforts. CONTRACTOR shall have final

25 authority to discharge. In those instances requiring immediate action, CONTRACTOR is not bound to

26 give advance notice to the parole agent.

27 f. Screening - County PSN Case Manager or designated staff will conduct an initial

28 screening utilizing the CAF and fax this referral to the CONTRACTOR. CONTRACTOR shall enter

29 admissions data on the CAF and fax it back to County PSN Case Manager upon admission of the

30 parolee into program.

31 18. 90-DAY DRUG COURT POST CUSTODY RE-ENTRY SERVICES

32 a. CONTRACTOR shall provide a residential recovery program for Participants, for no

33 more than ninety (90) calendar days, unless otherwise authorized by ADMINISTRATOR.

34 b. CONTRACTOR's Residential Recovery Treatment services for new Participants from

35 custody shall provide a structured recovery program of:

- 36 1) Substance use disorder education;
- 37 2) Recovery planning coordinated with Drug Court clinic staff; and

3) Individual and group discussion for adult substance disorder users within a supportive, culturally-appropriate residential environment.

D. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1. CONTRACTOR shall ensure that all persons admitted for Residential Recovery Treatment services shall have a health questionnaire completed using form ADP 10026, or may develop its own form provided it contains, at a minimum, the information requested in the ADP 10026.

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

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

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

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

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

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

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

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

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

5. CONTRACTOR shall provide TB services directly to the participants or by referral to COUNTY or another appropriate provider. TB services shall be provided to all Participants within seven (7) calendar days of admission. TB services shall consist of the following:

a. Counseling with respect to TB;

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

c. Provision for, or referral of, any Participant infected with TB for medical evaluation, treatment, and clearance. CONTRACTOR shall ensure that a TB-infected Participant is medically cleared prior to commencing treatment.

E. TRANSPORTATION SERVICES

1. EMERGENCY MEDICAL TRANSPORTATION - COUNTY shall only pay for emergency medical ambulance or medical van transportation to and from designated substance use

1 disorder treatment programs or health facilities in accordance with COUNTY's Emergency Medical
2 Transportation Agreement.

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

7 F. DRUG SCREENING

8 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
9 screening that includes random drug and/or alcohol testing at a minimum of one (1) time per month for
10 the first thirty (30) days for all Participants and two (2) times per month for the remaining term of
11 agreement for all Participants. All urine specimen collections shall be observed by same sex staff. This
12 policy shall be approved by ADMINISTRATOR. CONTRACTOR shall:

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

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

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

19 3. In the event that any Participant of CONTRACTOR receives a drug test result indicating
20 any substance disorder use, CONTRACTOR shall formulate and implement a plan of corrective action
21 which shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR
22 within two (2) business days of receipt of such drug test results via an incident report, and the corrective
23 action to be taken by the Participant if Participant is allowed to remain in program.

24 G. PERFORMANCE OUTCOMES - CONTRACTOR shall achieve performance outcome
25 objectives for each Period, tracking and reporting performance outcome objective statistics in monthly
26 programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary
27 to the following activities to meet the objectives, and, therefore, revisions to objectives and activities
28 may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.
29 Performance outcome objectives for each Period are as follows:

30 1. POST-CUSTODY RE-ENTRY SERVICES

31 a. Objective 1: CONTRACTOR shall provide effective ninety (90)-day residential
32 substance use disorder assessment, treatment, and counseling to drug court-enrolled Participants and
33 FOTP Participants and graduates, with identified substance use disorder problems as measured by
34 retention and completion rates.

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

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

b. Objective 2: CONTRACTOR shall obtain from eighty percent (80%) of Participants completed CESI at time of intake and the CEST shall be administered to Participants at midpoint and at completion receiving at a minimum, forty-five (45) calendar days of treatment.

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

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

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

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

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

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

d. Objective 4: CONTRACTOR shall facilitate transition of participants from residential program to outpatient counseling.

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

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

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1 J. PROBATION GUIDELINES - CONTRACTOR shall apply for and receive approval of the
 2 OCPD to provide Residential Recovery Treatment services. CONTRACTOR shall recognize the
 3 authority of Probation as officers of the Court, and shall extend cooperation to OCPD in accordance with
 4 the services provided through the Agreement.

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

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

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

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

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

20 N. GOOD NEIGHBOR POLICY - CONTRACTOR shall establish a Good Neighbor Policy, which
 21 shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to,
 22 staff training to respond to neighbor complaints, staff contact information to be made available to
 23 neighboring residents and complaint procedures.

24 O. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
 25 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

26 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
 27 a unique password. Tokens and passwords shall not be shared with anyone.

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

30 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
 31 Token for each staff member assigned a Token.

32 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
 33 conditions:

- 34 a. Token of each staff member who no longer supports the Agreement.
- 35 b. Token of each staff member who no longer requires access to the HCA IRIS.
- 36 c. Token of each staff member who leaves employment of CONTRACTOR.
- 37 d. Tokens malfunctioning.

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

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

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

VI. STAFFING

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

1. All staff providing services shall be registered, licensed, and/or certified in accordance with State requirements.

2. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff member on site at all times. Co-ed Residential Recovery Treatment programs shall require twenty-four (24) hour awake supervision.

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

4. All program staff having direct contact with Participants shall, within the first (1st) year of employment, be trained in infectious disease recognition, crisis intervention and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall develop a written plan and provide ongoing training in topics related to substance use on a yearly basis. All staff training shall be documented and maintained as part of the training plan.

B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to the Agreement.

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

D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population to be served under the Agreement. Whenever possible, bilingual/bicultural staff should be retained.

E. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR

1 shall maintain documents of such efforts which may include; but not limited to; records of participation
 2 in COUNTY sponsored or other applicable training; recruitment and hiring policies and procedures;
 3 copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken
 4 to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

5 F. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for
 6 employees, volunteers, interns, and members of the board of directors which shall include, but not be
 7 limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships;
 8 prohibition of sexual conduct with Participants; prohibition of forging or falsifying documents or drug
 9 tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest
 10 shall be brought to the ADMINISTRATOR’s attention. Prior to providing any services pursuant to the
 11 Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set
 12 forth in the said Policies and Procedures. A copy of the staff code of conduct shall be posted in writing
 13 in a prominent place in the treatment facility and updated annually by the Board of Directors

14 G. CONTRACTOR shall provide pre-employment screening of any staff person providing services
 15 pursuant to the Agreement. All staff shall pass an Orange County criminal justice background check
 16 conducted by OCPD on a yearly basis. Program directors, managers and other supervisory staff will be
 17 requested to voluntarily submit to a more extensive background check, including “live scan”
 18 fingerprinting. The results of the fingerprint checks will be sent directly from the State Department of
 19 Justice to Probation.

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

21 a. No person shall have been convicted of a sex offense for which the person is required to
 22 register as a sex offender under PC, Section 290;

23 b. No person shall have been convicted of an arson offense – Violation of PC, Sections
 24 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

25 c. No person shall have been convicted of any violent felony as defined in PC, Section
 26 667.5, which involves doing bodily harm to another person, for which the staff member was convicted
 27 within five years prior to employment;

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

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

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

34 g. All personnel files shall be complete and made readily accessible to
 35 ADMINISTRATOR for purposes of audits and investigations or any other reason deemed necessary by
 36 ADMINISTRATOR.

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

4 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
5 Staffing Paragraph of this Exhibit A to the Agreement.

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