

THIS AGREEMENT entered into this 1st day of July ~~2012~~2014, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and PHOENIX HOUSE ORANGE COUNTY, INC., a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Recovery Maintenance ~~Services~~ services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

[illegible]

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, ~~2012~~2014 through June 30, ~~2014~~2016Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016**Maximum Obligation:**

Period One Maximum Obligation: \$200,000

Period Two Maximum Obligation: ~~200~~ 400,000TOTAL ~~CONTRACT~~ MAXIMUM OBLIGATION: \$400,000**Basis for Reimbursement:** Actual Cost**Payment Method:** Actual Cost**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: Phoenix House, Orange County, ~~Inc.~~~~Attn: Executive~~ SVP Regional Director~~11600~~ 1600 Eldridge Ave.~~_____~~ Lake View Terrace, CA 91342**CONTRACTOR's Insurance Coverages:**Coverage Minimum Limits

Commercial General Liability \$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability, including coverage \$1,000,000 per occurrence

~~for owned, non-owned and hired vehicles~~

Workers' Compensation Statutory

Employer's Liability Insurance \$1,000,000 per occurrence

Professional Liability Insurance \$1,000,000 per claims made or

per occurrence

Sexual Misconduct \$1,000,000 per occurrence

~~_____~~ Pouria Abbassi~~_____~~ pabbassi@phoenixhouse.org

I. ACRONYMS

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

A.	AA	Alcoholics Anonymous	<u>ARRA</u>	<u>American Recovery and Reinvestment Act</u>
B.	ARRA	American Recovery and Reinvestment Act		
C.	ASRS			Alcohol and Drug Programs Reporting System
C.	D.	CA	Cocaine Anonymous	
E.	CAP	Corrective Action Plan		
F.	CCC			California Civil Code
D.	G.	CCR		California Code of Regulations
E.	CEO			County Executive Office
F.	H.	CFR		Code of Federal Regulations
G.	I.	CHPP		COUNTY HIPAA Policies and Procedures
H.	J.	CHS		Correctional Health Services
I.	COI			Certificate of Insurance
J.	K.	DDA	Dual Diagnosis Anonymous	
L.	D/MC			Drug/Medi-Cal
K.	M.	DHCS		Department of Health Care Services
L.	N.	DPFS		Drug Program Fiscal Systems
M.	O.	DRS		Designated Record Set
N.	ePHI			Electronic Protected Health Information
O.	GAAP			Generally Accepted Accounting Principles
P.	FTE	Full Time Equivalent		
Q.	HCA			Health Care Agency
Q.	R.	HHS		Health and Human Services
R.	S.	HIPAA		Health Insurance Portability and Accountability Act of 1996,
	Public			Law 104-191
S.	T.	HSC		California Health and Safety Code
T.	ISO			Insurance Services Office
U.	MHP			Mental Health Plan
V.	NA	Narcotics Anonymous		
W.	OCJS			Orange County Jail System
W.	X.	OCPD		Orange County Probation Department
X.	Y.	OCR		Office for Civil Rights
Y.	Z.	OCSD		Orange County Sheriff's Department
Z.	AA.	OIG		Office of Inspector General

1	AA.	AB.	OMB		Office of Management and Budget
2	AB.	AC.	OPM		Federal Office of Personnel Management
3	AC.	PA DSS		AD. PADSS	Payment Application Data Security Standard
4	AD.	AE.	PC		State of California Penal Code
5	AF.	AE.	PCI DSS		Payment Card Industry Data Security Standard
6	AG.	AF.	PHI		Protected Health Information
7	AG.	AH.	PII		Personally Identifiable Information
8	AH.	AI.	PRA		Public Record Act
9	AI.	AJ.	RMS		Recovery and Maintenance Services
10	SIR				Self-Insured Retention
11	AJ.	The HITECH Act			The Health Information Technology for Economic and Clinical Health
12					Act, Public Law 111-005
13	AK.	USC			United States Code
14	AL.	WIC			State of California Welfare and Institutions Code

16 II. ~~ALTERATION OF TERMS~~ ALTERATION OF TERMS

17 A. This Agreement, together with Exhibit A attached hereto and incorporated herein ~~by reference~~,
18 fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the
19 subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these~~
20 ~~purposes. No~~.

21 B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms
22 of this Agreement ~~or any Exhibits~~, whether written or verbal, ~~made by the parties, their officers,~~
23 ~~employees or agents~~ shall be valid unless made in ~~writing and~~ the form of a written amendment to this
24 ~~Agreement, which has been~~ formally approved and executed by both parties.

26 III. ASSIGNMENT OF DEBTS

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

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

1 said persons, shall be immediately given to COUNTY.

2 3 IV. COMPLIANCE

4 A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for
5 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
6 programs.

7 1. ADMINISTRATOR shall ~~ensure that~~provide CONTRACTOR ~~is made aware~~with a copy of
8 the relevant HCA policies and procedures relating to ADMINISTRATOR's HCA's Compliance
9 Program, HCA's Code of Conduct and General Compliance Trainings.

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

18 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or~~
19 ~~establish its own, provided CONTRACTOR's Compliance Program has~~ 2.

20 CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or
21 establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been
22 verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in
23 Subparagraphs A.4., A.5., A.6., and A.7.subparagraphs below.

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

28 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
29 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
30 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
31 Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct
32 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or
33 shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the
34 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

35 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's~~
36 ~~Compliance Program contains all required elements. CONTRACTOR shall take necessary action to~~
37 ~~meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's~~

~~Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required elements.~~

~~6~~ 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the ~~CONTRACTOR's~~ 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.

~~7~~ 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

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

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

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

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

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

~~23~~ 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

~~34~~ 34. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-

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

~~4~~ 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

~~6~~ 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

~~7~~ 8. CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

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

~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers:~~

~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~

~~ADMINISTRATOR's Code of Conduct.~~

~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

~~D. 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

~~E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

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

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

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

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

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by 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 ~~CONTRACTOR~~ 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. ~~The agreement~~ 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 ~~COUNTY~~ 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 ~~security, if the security breach would require notification under CCC §1798.82.~~

VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, 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, generally accepted accounting principles 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 ~~this~~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 ~~the applicable~~COUNTY's Maximum Obligation ~~for each period~~ 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~~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 ~~Reports~~Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report ~~for each period~~ indicates the actual and reimbursable costs of services

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

E. If the Cost Report ~~for each period~~ 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 ~~for the period~~.

F. All Cost Reports ~~for each period~~ 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 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by~~ CONTRACTOR ~~pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by~~ shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR; ~~meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5)~~ not less than sixty (60) calendar days ~~written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement~~ prior to the effective date of the delegation. Any attempted assignment or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance

1 ~~with~~ delegation in derogation of this paragraph shall be void.

2 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
3 prior written consent of COUNTY. ~~For CONTRACTORS which are~~

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

11 ~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the~~
12 ~~prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations~~

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

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

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

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

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

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

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

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

IX. ~~EMPLOYEE ELIGIBILITY VERIFICATION~~ EMPLOYEE ELIGIBILITY VERIFICATION

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

X. ~~Equipment~~ 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 ~~generally accepted accounting principles~~ 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.

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

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

XI. ~~FACILITIES, PAYMENTS AND SERVICES~~ FACILITIES, PAYMENTS AND SERVICES

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

B. In the event that CONTRACTOR is unable to provide services, staffing, facilities, or supplies, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation. The reduction to the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

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XII. INDEMNIFICATION AND INSURANCE

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

~~—B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

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

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

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

E. QUALIFIED INSURER

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

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

F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the

1 minimum limits and coverage as set forth below:

2	3	4
	Coverage	Minimum Limits
5	Commercial General Liability	\$1,000,000 per occurrence
6		\$2,000,000 aggregate
7		
8		
9	Automobile Liability including coverage	\$1,000,000 per occurrence
10	for owned, non-owned and hired vehicles	
11	Workers' Compensation and Employer's	Statutory
12		
13		
14	Employers' Liability and Insurance	\$1,000,000 per occurrence
15		
16	Professional Liability Insurance	\$1,000,000 per claims made
17		or per occurrence
18		
19		
20	Sexual Misconduct Liability	\$1,000,000 per occurrence
21		

22 G. REQUIRED COVERAGE FORMS

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

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

27 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
28 following ~~clauses~~ endorsements, which shall accompany the COI:

29 1. ~~1. "The~~ An Additional Insured endorsement using ISO form CG 2010 or CG 2033
30 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
31 employees, agents as Additional Insureds.

32 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
33 is ~~included as an additional insured with respect to the operations of the named insured performed under~~
34 ~~contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be
35 excess and non-contributing.

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

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

~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

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

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

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

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

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

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

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

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

Q. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this Agreement.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding 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. ~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

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.

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~~XIII. Inspections and Audits~~ **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 ~~with prior written notice~~ 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

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Agreement, and shall provide the above-mentioned persons adequate office space to conduct such

1 evaluation or monitoring.

2 C. AUDIT RESPONSE

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

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

15 D. CONTRACTOR shall ~~employ~~retain a licensed certified public accountant, who will prepare and
16 file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures
17 as may be required during the term of this Agreement.

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

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

26 XIV. ~~Licenses and Laws~~LICENSES AND LAWS

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

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

- ~~1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.~~
- ~~2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.~~
- ~~3. HSC, Divisions 10.5 and 10.6.~~
- ~~4. HSC, §§11758.40 through 11758.47.~~
- ~~5. HSC, §§11839 through 11839.22~~
- ~~6. HSC, §11864~~
- ~~7. HSC, §11876(a)~~
- ~~8. HSC, §§123110 through 123149.5.~~
- ~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.~~
- ~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.~~
- ~~11. 41 CFR, Public Contracts and Property Management.~~
- ~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
- ~~13. 45 CFR 93, New Restrictions on Lobbying.~~
- ~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~
- ~~15. 45 CFR 96.132(e), Additional Agreements.~~
- ~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
- ~~17. 45 CFR 160, General Administrative Requirements.~~
- ~~18. 45 CFR 162, Administrative Requirements.~~
- ~~19. 45 CFR 164, Security And Privacy.~~
- ~~20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~
- ~~21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.~~
- ~~22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.~~
- ~~23. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.~~
- ~~24. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd 2, Confidentiality of Records.~~
- ~~25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health services facilities and organizations.~~
- ~~26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative Simplification.~~
- ~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~
- ~~28. 42 USC 6101, Age Discrimination Act of 1975~~
- ~~29. 42 USC 2000d, Civil Rights~~
- ~~30. 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.”~~

~~31. 8 USC, 1324, Immigration Reform & Control Act, 1986~~

~~32. CCC §§56 through 56.37, Confidentiality of Medical Information.~~

~~33. CCC §§1798.80 through 1798.82, Customer Records.~~

~~34. CCC §1798.85, Confidentiality of Social Security Number.~~

~~35. CCR, Title 9, Division 4; and Title 22.~~

~~36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.~~

~~37. U.S. Department of Health and Human Services Grants Policy Statement.~~

~~38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol and Drug Programs, 2003~~

~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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. HSC, Divisions 10.5 and 10.6.
5. HSC, §§11758.40 through 11758.47.
6. HSC, §§11839 through 11839.22
7. HSC, §11864
8. HSC, §11876(a)
9. HSC, §§123110 through 123149.5.
10. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
11. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
12. 41 CFR, Public Contracts and Property Management.
13. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
14. 45 CFR 93, New Restrictions on Lobbying.
15. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
16. 45 CFR 96.132(e), Additional Agreements.
17. 45 CFR 96.135, Restrictions on Expenditure of Grant.
18. 45 CFR 160, General Administrative Requirements.
19. 45 CFR 162, Administrative Requirements.
20. 45 CFR 164, Security And Privacy.
21. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
22. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.
23. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
24. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.
25. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
26. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health services facilities and organizations.
27. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative Simplification.
28. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
29. 42 USC 6101, Age Discrimination Act of 1975
30. 42 USC 2000d, Civil Rights
31. 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."

32. 8 USC, 1324, Immigration Reform & Control Act, 1986.
33. CCC §§56 through 56.37, Confidentiality of Medical Information.
34. CCC §§1798.80 through 1798.82, Customer Records.
35. CCC §1798.85, Confidentiality of Social Security Number.
36. CCR, Title 9, Division 4; and Title 22.
37. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
38. U.S. Department of Health and Human Services Grants Policy Statement.
39. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol and Drug Programs, 2003.

XV. ~~LITERATURE AND ADVERTISEMENTS~~ 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. ~~Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

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

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

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

E. CONTRACTOR shall also clearly explain through these materials that there shall be no

unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in HSC, §11999.

XVI. ~~MAXIMUM OBLIGATION~~ MAXIMUM OBLIGATION

A. The Total Maximum Obligations of COUNTY for services provided in accordance with this Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement, ~~except as allowed for in Subparagraph B. below.~~

B. ~~Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,~~ ADMINISTRATOR may ~~increase or decrease~~ amend the ~~Period One and Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of~~ by an amount not to exceed ten percent (10%) for Period One of funding for this Agreement.

XVII. ~~NONDISCRIMINATION~~ NONDISCRIMINATION

A. EMPLOYMENT

1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment

without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such ~~requirement~~requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~term EOE.

~~36.~~ Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

~~1.~~ For the purpose of this ~~Subparagraph B.~~Nondiscrimination paragraph. Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- ~~a1.~~ Denying a client or potential client any service, benefit, or accommodation.
- ~~b2.~~ Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- ~~c3.~~ Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- ~~d4.~~ Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- ~~e5.~~ Assignment of times or places for the provision of services.

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

- ~~a.~~ In those cases where the client's complaint is filed initially with the OCR, the OCR may

~~proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.~~

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

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

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

~~D~~//

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

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

XVIII. ~~Notices~~ NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

//

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of

1 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
2 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
3 Parcel Service, or other expedited delivery service.

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

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

10 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~
11 ~~Paragraph of this Agreement.~~

12 #

13 **XIX. NOTIFICATION OF DEATH**

14 ~~A. NON-TERMINAL ILLNESS~~ **NOTIFICATION OF DEATH**

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

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

20 //

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

26 2. ~~In addition,~~ WRITTEN NOTIFICATION

27 a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after~~
28 ~~such death,~~ hand deliver ~~or~~ fax, ~~a written Notification of Non Terminal Illness Death~~ and/or send via
29 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware
30 of the death due to non-terminal illness of any person served pursuant to this Agreement.

31 b. TERMINAL ILLNESS – ~~3. The telephone report and written~~
32 ~~Notification of Non Terminal Illness Death shall contain the name of the deceased, the date and time of~~
33 ~~death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or~~
34 ~~employees with knowledge of the incident.~~

35 ~~B. TERMINAL ILLNESS DEATH~~

36 ~~1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,~~
37 faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours

of becoming aware of the death due to terminal illness of any person served ~~hereunder. The Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident~~ pursuant to this Agreement.

~~2C.~~ If there are any questions regarding the cause of death of any person served ~~hereunder~~ pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with ~~Subparagraph A. above~~ this Notification of Death Paragraph.

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT ~~and~~ 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,

1 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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

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

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

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

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

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

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

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

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

23 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
24 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~
25 ~~email or fax~~ upon ~~the~~ discovery of a ~~breach~~Breach of ~~privacy-unsecured PHI~~ and/or ~~security-of PII~~
26 ~~and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or~~
27 ~~facsimile.~~

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

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

36 //

37 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the

commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

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

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

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

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

XXII. ~~Revenue~~ RESEARCH AND PUBLICATION

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

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 ~~hereunder~~ 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 ~~invoiced~~ billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

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

XXIV. ~~SEVERABILITY~~

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

XXV. SEVERABILITY

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

XXVI. ~~SPECIAL PROVISIONS~~ SPECIAL PROVISIONS

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

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

~~2. ^{1.} Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~

~~3. Making cash payments to intended recipients of services through this Agreement.~~

- ~~4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.~~
- ~~5~~
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
- ~~6. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.~~
- ~~73.~~ Fundraising.
- ~~84.~~ Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
- ~~9~~ 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
- ~~10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.~~
- //
- ~~11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.~~
- ~~12. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of the Controlled Substance Act (21 USC 812).~~
- ~~138.~~ 13. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.
- ~~14. Assisting, promoting, or deterring union organizing.~~
- ~~15.~~ Severance pay for separating employees.
- ~~169.~~ 16. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

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

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

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

16. Assisting, promoting, or deterring union organizing.

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

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

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

~~2. 1. Funding travel or training (excluding mileage or parking) not approved by ADMINISTRATOR.~~

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

~~4. Payment for grant writing, consultants, Certified Public Accounting certified public accounting, or legal services not approved in advance by ADMINISTRATOR.~~

~~5.~~

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

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

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

XXVII. ~~STATUS OF CONTRACTOR~~ STATUS OF CONTRACTOR

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

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

5 **XXVIII. ~~Term~~TERM**

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

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

14 **XXIX. ~~TERMINATION~~TERMINATION**

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

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

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

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

37 **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

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

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

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

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

~~8. Provide written notice of termination of services to each client being served under this~~

~~Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR. A copy of the notice of termination of services to each client must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.~~

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

XXX. ~~Third Party Beneficiary~~ 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 hereunder 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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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
State of California.

PHOENIX HOUSE ORANGE COUNTY, INC.

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. 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 HCA ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
RECOVERY MAINTENANCE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PHOENIX HOUSE, ORANGE COUNTY, INC.
JULY 1, 2012 THROUGH JUNE 30, 2014

I. COMMON TERMS AND DEFINITIONS

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

1. Capacity Building means linkage/collaboration with community organizations to establish partnerships to increase awareness of services.

2. Case Management means problem identification, assessment of need, planning, coordination, linkage, monitoring and continuous evaluation of Participants and available resources, and advocacy, through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible.

3. Participant means a person who has an alcohol and/or other drug problem, who meets the criteria to participate in services, as described under "Recovery Maintenance Services".

4. Peer Support Group means a support group facilitated by peer leaders. These groups may include: families; women; men; young adult; Lesbian, Gay, Bisexual, and Transgender (LGBT) focused; and self-help meetings; among others.

5. RMS means services provided to adult men and women, eighteen (18) years or older, residing in Orange County, who are living in recovery from substance abuse disorders; and who may require a support system and assistance with maintaining their recovery.

6. Unit of Service means any activity as described, or otherwise further defined, in Subparagraph VI.C., of this Exhibit A.

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

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II. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
INDIRECT COST	\$ 35,931	\$ 35,931	\$ 71,862
PROGRAM COST	<u>TOTAL</u>		
Salaries	\$107,000	\$107,000	\$214,000
Benefits	34,240	34,240	68,480
Services and Supplies	<u>22,829</u>	22,829	45,658
SUBTOTAL	\$164,069	\$164,069	\$328,138
<u>INDIRECT COST</u>			<u>\$ 35,931</u>
GROSS COST	\$200,000	\$200,000	\$400,000
REVENUE			
Participant Fees	\$ 0	\$ 0	\$ 0
SUBTOTAL REVENUE	\$ 0	\$ 0	\$ 0
MAXIMUM OBLIGATION	\$200,000	\$200,000	\$400,000

~~B. Any increases or decreases to the budget must be approved in advance and in writing by ADMINISTRATOR.~~

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

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III. PAYMENTS

A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations. Non-compliance will require the completion of CAPs 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.

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice ~~form~~.

C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement. Invoices received after the due date may not be paid in accordance with Subparagraph III.B., ~~above~~.

D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

E. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

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

G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement.

IV. RECORDS

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

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

4 C. CONTRACTOR shall account for funds provided through the Agreement separately from other
5 funds, and maintain a clear audit trail for the expenditure of funds.

6 D. The Participant eligibility determination and fee charged to and collected from Participants,
7 together with a record of all invoices rendered and revenues received from any source on behalf of
8 Participants treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

9 10 **V. REPORTS**

11 **A. MONTHLY PROGRAMMATIC**

12 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
13 including information required and on a form approved or provided by ADMINISTRATOR, in
14 conjunction with the invoice described in the Payments Paragraph of this Exhibit A to the Agreement.
15 These monthly programmatic reports shall be received by ADMINISTRATOR no later than the tenth
16 (10th) business day of the month following the report month.

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

22 **B. FISCAL**

23 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
24 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
25 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
26 center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall also
27 include units of service by service function and number of Participants by program. The reports shall be
28 received by ADMINISTRATOR no later than fifteen (15) calendar days following the end of the month
29 reported.

30 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR on a
31 quarterly basis. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and
32 shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost
33 center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall
34 include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of
35 the fiscal year. The reports shall also include units of service by service function and number of
36 Participants by program. Year-End Projection Reports shall be submitted at the same time as the
37 monthly Expenditure and Revenue Reports.

C. 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 information requested and the timeframe the information is needed.

VI. SERVICES

A. FACILITY – CONTRACTOR shall provide the Recovery Maintenance Services described herein at the following facility, or at any location(s) approved in advance, in writing, by ADMINISTRATOR.

1207 East Fruit Street
Santa Ana, California

1. The facility shall include space to support the services identified within the Agreement.
2. The facility shall operate, at least, Monday through Saturday, with morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) to accommodate working Participants unable to participate during regular daytime hours, unless otherwise approved by ADMINISTRATOR.
3. At least fourteen (14) calendar days prior to the beginning of each month, CONTRACTOR shall submit the Monthly Activity Schedule to ADMINISTRATOR for approval. _____
4. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule; unless otherwise authorized, in writing, by ADMINISTRATOR.

B. PERSONS TO BE SERVED – CONTRACTOR shall provide alcohol and drug abuse support services to adult men and women who are eighteen (18) years or older, residing in Orange County who are living in recovery from substance abuse disorders. Services will be provided to those individuals who may require a support system and assistance with maintaining their recovery.

C. UNITS OF SERVICE

1. SUPPORTIVE SERVICES – CONTRACTOR shall provide the following units of service with agencies, groups, or individuals as follows:

SERVICES	<u>UNITS OF SERVICE</u>
Community outreach	24
Individual recovery coaching	1,144
Screenings and referrals	90
Educational workshops	104
Self-help meetings	156 208
Leadership training sessions	<u>4</u>
TOTAL UNITS OF SERVICE	1, 522 <u>574</u>

2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the Units of Service set forth in Subparagraph VI.C.1., above.

3. CONTRACTOR shall track the number of participants accessing each service module each month.

D. SERVICES TO BE PROVIDED

1. RECOVERY MAINTENANCE SERVICES – CONTRACTOR shall provide Substance Use Disorder Recovery Maintenance Services to individuals in need. These Services will be provided in a manner that is culturally and linguistically appropriate for the population(s) served, while focusing on relapse prevention, vocational assistance, life skills, alternative alcohol and/or drug-free activities and providing a community forum for persons in recovery. The RMS shall be guided by the chronic care model and shall include the following:

a. CONTRACTOR will provide at a minimum two (2) of the following self-help programs at least once a week: traditional twelve-step programs such as AA, NA, CA, DDA, Alanon and/or Naranon. At least one of these self-help meetings will be held off-site.

b. In addition, CONTRACTOR will offer at least once a week a minimum of one (1) non-religious/ non-spiritual alternative self-help (non 12-step) group.

c. Case Management will be provided to link Participants to supportive services. RMS staff or volunteers will be available to help motivate, engage and support participants in their recovery. They can also provide role modeling, problem solving, and can accompany individuals to help them access services in the community.

d. Participant groups and workshops will be provided that will allow for information dissemination and peer support. Topics can include relapse prevention, smoking cessation, parenting education, life skills training; vocational and educational opportunities, and job search assistance. Peer support groups will focus on strengthening each Participant's interpersonal and social skills as well as providing each Participant with substance abuse education and resistance skills.

e. CONTRACTOR will offer at least ~~one~~two social ~~activity~~activities a month to encourage healthy socialization. Activities shall be structured for promoting positive peer support and shall be conducted in a safe environment, incorporating skills learned. Activities may include, but not be limited to, drug-free dances, sporting activities, picnics, and cultural events.

2. COMMUNITY OUTREACH – CONTRACTOR shall build capacity to increase the program's effectiveness through developing collaborative efforts with treatment providers. The Capacity task shall include, though not be limited to, the following activities:

a. Creation and continuation of partnerships/coalitions;

b. Information dissemination – CONTRACTOR shall attend and provide education information to drug treatment facilities, churches, community centers, community health fairs, business associations, juvenile facilities, schools, and community information outreach events where large

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1 numbers of the target population are in attendance to increase general awareness and knowledge of
2 substance abuse issues and the services provided by CONTRACTOR.

3 c. Participation in substance prevention meetings and workshops with key stakeholders
4 and service providers.

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

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

13 G. PERFORMANCE/OUTCOME MEASURES:

14 1. CONTRACTOR shall achieve performance objectives, tracking and reporting Performance
15 Outcome Objective information in monthly programmatic reports, as appropriate. ADMINISTRATOR
16 recognizes that alterations may be necessary to the following services to meet the objectives, and,
17 therefore, revisions to objectives and services may be implemented by mutual agreement between
18 CONTRACTOR and ADMINISTRATOR.

19 2. Performance Outcome Objectives:

20 a. Objective 1: CONTRACTOR shall provide RMS services to at least one hundred fifty
21 (150) unduplicated Participants.

22 b. Objective 2: Eighty percent (80%) of participation satisfaction surveys will indicate
23 that RMS helped them in their recovery.

24 **VII. STAFFING**

25 A. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in FTEs,
26 which shall be equal to an average of forty (40) hours of work per week.

PROGRAM	<u>FTEs</u>
Program Coordinator	1.0
Recovery Coach	<u>2.0</u>
TOTAL FTEs	3.0

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

36 C. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
37 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 be limited to: records of
 2 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
 3 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
 4 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

5 D. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the staffing
 6 set forth above; provided, however, such agreement shall be made in advance of any staffing change.

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

15 F. Exceptions to staffing requirements set forth above may be requested if CONTRACTOR deems
 16 the decision will benefit the program. Requests for exceptions shall be submitted in writing and
 17 approved in advance by ADMINISTRATOR.

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

22 H. CONTRACTOR shall perform a pre-employment screening of any person who will provide
 23 services pursuant to the Agreement. All staff, including volunteers and interns, must meet the following
 24 requirements prior to providing any service pursuant to the Agreement:

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

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

29 3. No person shall have been convicted of any violent felony as defined in Penal Code section
 30 667.5, which involve doing bodily harm to another person, for which the staff member was convicted
 31 within five (5) years prior to employment;

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

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

36 6. No person, at any time, shall have been found guilty of any crime involving moral turpitude
 37 by a court of law.

- 1 7. No person shall be on parole or probation;
2 8. No person shall participate in the criminal activities of a criminal street gang and/or prison
3 gang; and
4 9. No prior employment history of improper conduct, including but not limited to, forging or
5 falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with
6 staff or residents at any treatment facility.

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

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