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**REFERENCED CONTRACT PROVISIONS**

Term: July 1, ~~2012~~2014 through June 30, ~~2014~~2016  
 Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015  
 Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

**Maximum Obligation:**

[REDACTED]	Period One Maximum Obligation:	[REDACTED]	\$194,267
[REDACTED]	Period Two Maximum Obligation:	[REDACTED]	194,267
[REDACTED]	TOTAL CONTRACT MAXIMUM OBLIGATION:		\$388,534

**Basis for Reimbursement:** Actual Cost

**Payment Method:** [REDACTED] Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Executive Director  
 [REDACTED] Mariposa Women and Family Center, Inc.  
 [REDACTED] 812 Town and Country Road  
 [REDACTED] Orange, CA 92868

**~~CONTRACTOR's Insurance Coverages:~~**

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



**I. ACRONYMS**

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

1		
2		
3		
4	A. ADP	Alcohol and Drug Program
5	B. ARRA	American Recovery and Reinvestment Act
6	C. ASI	Addiction Severity Index
7	D. ASRS	Alcohol and Drug Programs Reporting System
8	E. BJA	Bureau of Justice Administration
9	F. CAF	Client Admit Form
10	G. CalOMS	California Outcomes Measurement System
11	H. CAP	Corrective Action Plan
12	I. CCC	California Civil Code
13	J. CCR	California Code of Regulations
14	K. CDC	California Department of Corrections
15	L. CDCI	Comprehensive Drug Court Implementation
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFR	Code of Federal Regulations
19	P. CHPP	COUNTY HIPAA Policies and Procedures
20	Q. CHS	Correctional Health Services
21	R. CIW	California Institute for Women
22	S. DATAR	Drug Abuse Treatment Access Report
23	T. D/MC	Drug/Medi-Cal
24	U. DMH	Department of Mental Health
25	V. DPFS	Drug Program Fiscal Systems
26	W. DRS	Designated Record Set
27	X. FOTP	Female Offender Treatment Program
28	Y. FFP	Federal Financial Participation
29	Z. FTE	Full Time Equivalent
30	AA. HCA	Health Care Agency
31	AB. HHS	Health and Human Services
32	AC. HIPAA	Health Insurance Portability and Accountability Act
33	AD. HIV	Human Immunodeficiency Virus
34	AE. HSC	California Health and Safety Code
35	AF. IRIS	Integrated Records and Information System
36	AG. MHP	Mental Health Plan
37	AH. NIATx	Network for Improvement for Addiction Treatment Model

<u>1</u>	AI. OCJS	Orange County Jail System
<u>2</u>	AJ. OCPD	Orange County Probation Department
<u>3</u>	AK. OCR	Office for Civil Rights
<u>4</u>	AL. OCSD	Orange County Sheriff's Department
<u>5</u>	AM. OIG	Office of Inspector General
<u>6</u>	AN. OMB	Office of Management and Budget
<u>7</u>	AO. OPM	Federal Office of Personnel Management
<u>8</u>	AP. PADSS	Payment Application Data Security Standard
<u>9</u>	AQ. PC	State of California Penal Code
<u>10</u>	AR. PCI DSS	Payment Card Industry Data Security Standard
<u>11</u>	AS. PHI	Protected Health Information
<u>12</u>	AT. PII	Personally Identifiable Information
<u>13</u>	AU. PRA	Public Record Act
<u>14</u>	AV. PSN	Parole Services Network
<u>15</u>	AW. SSI	Supplemental Security Income
<u>16</u>	AX. TB	Tuberculosis
<u>17</u>	AY. USC	United States Code
<u>18</u>	AZ. WIC	State of California Welfare and Institutions Code

**II. ALTERATION OF TERMS**

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

**III. ASSIGNMENT OF DEBTS**

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

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#### **IV. COMPLIANCE**

1 **A. COMPLIANCE PROGRAM – ADMINISTRATOR** has established a Compliance Program for  
2 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
3 programs.  
4

5 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant  
6 policies and procedures relating to ADMINISTRATOR’s Compliance Program.

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

15 3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Compliance Program or  
16 establish its own, provided CONTRACTOR’s Compliance Program has been verified to include all  
17 required elements by ADMINISTRATOR’s Compliance Officer as described in Subparagraphs A.4.,  
18 A.5., A.6., and A.7. below.

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

22 5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s  
23 Compliance Program contains all required elements. CONTRACTOR shall take necessary action to  
24 meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR’s  
25 Compliance Program if the CONTRACTOR’s Compliance Program does not contain all required  
26 elements.

27 6. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the  
28 CONTRACTOR’s Compliance Program contains all required elements, CONTRACTOR shall ensure  
29 that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR’s  
30 Compliance Program and related policies and procedures.

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

35 **B. SANCTION SCREENING – CONTRACTOR** shall screen all Covered Individuals employed or  
36 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible  
37 Persons, as defined hereunder. Screening shall be conducted against the General Services

1 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG  
2 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

9 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
10 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
11 Agreement.

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

18 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
19 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
20 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

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

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

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

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

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

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

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

10          D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence  
11 by ADMINISTRATOR’s employees and contract providers.

12           1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
13 ADMINISTRATOR’s Code of Conduct.

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

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

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

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

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

28           7. If CONTRACTOR elects to adhere to ADMINISTRATOR’s Code of Conduct then  
29 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that  
30 CONTRACTOR shall comply with ADMINISTRATOR’s Code of Conduct.

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

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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. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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.

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

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 with information concerning such safeguards.

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

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

6 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work  
7 week, of any suspected or actual breach of computer system security, if the security breach would  
8 require notification under CCC §1798.82.

9  
10 **VI. COST REPORT**

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

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

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

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

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

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

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

8 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
9 less applicable revenues and late penalty, not to exceed the applicable Maximum Obligation for each  
10 period as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not  
11 claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
12 county laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
13 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
14 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
15 calendar days of submission of the Cost Reports or COUNTY may elect to reduce any amount owed  
16 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

17 D. If the Cost Report for each period indicates the actual and reimbursable costs of services  
18 provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the  
19 aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference  
20 to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with  
21 the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty  
22 (30) calendar days after submission of the Cost Reports, COUNTY may, in addition to any other  
23 remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due  
24 COUNTY.

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

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

3  
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
5 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
6 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
8 allowable and directly or indirectly related to the services provided and that this Cost  
9 Report is a true, correct, and complete statement from the books and records of  
10 (provider name) in accordance with applicable instructions, except as noted. I also  
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12  
13 Signed \_\_\_\_\_  
14 Name \_\_\_\_\_  
15 Title \_\_\_\_\_  
16 Date \_\_\_\_\_"

17  
18 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

19 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

37 //

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**

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

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

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

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

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of ~~CONTRACTOR's directors~~ Board of Directors of

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

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

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

12 //

13 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
14 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
15 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of  
16 CONTRACTOR at one time.

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

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

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

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

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

32  
33 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

34 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
35 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors  
36 and consultants performing work under this Agreement meet the citizenship or alien status requirement  
37 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,

1 subcontractors and consultants performing work hereunder, all verification and other documentation of  
2 employment eligibility status required by federal or state statutes and regulations including, but not  
3 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
4 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
5 covered employees, subcontractors and consultants for the period prescribed by the law.

## 6 7 **X. EQUIPMENT**

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

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

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

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

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

36 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
37 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,

1 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
2 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

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

10  
11 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

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

21  
22 **XII. INDEMNIFICATION AND INSURANCE**

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

33 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
34 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all  
35 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
36 Agreement have been complied with and to maintain such insurance coverage with COUNTY during  
37 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of

1 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and  
 2 conditions as set forth herein for CONTRACTOR.

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

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

9 E. QUALIFIED INSURER

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

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

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

20 F. The policy or ~~C. All insurance~~ policies except ~~of insurance maintained by CONTRACTOR~~  
 21 shall provide the minimum limits and coverage as set forth below:

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

Sexual Misconduct Liability \$1,000,000 per occurrence

G. REQUIRED COVERAGE FORMS

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

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

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

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

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

~~I 2. "It is agreed that any insurance maintained by the County of Orange shall apply in 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.

~~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).~~

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.

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

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

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

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

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

17 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

19 a. Prior to the start date of this Agreement.

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

21 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
22 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

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

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

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

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

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

**XIII. INSPECTIONS AND AUDITS**

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

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

**C. AUDIT RESPONSE**

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

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

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

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

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

#### 8 9 **XIV. LICENSES AND LAWS**

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

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

- 20 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
 21 Manual.
- 22 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
 23 Program Certification Standards, March 2004.
- 24 3. HSC, Divisions 10.5 and 10.6.
- 25 4. HSC, §§11758.40 through 11758.47.
- 26 5. HSC, §§11839 through 11839.22.
- 27 6. HSC, §11864.
- 28 7. HSC, §11876(a).
- 29 8. HSC, §§123110 through 123149.5.
- 30 9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
- 31 10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
- 32 11. 41 CFR, Public Contracts and Property Management.
- 33 12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 34 13. 45 CFR 93, New Restrictions on Lobbying.
- 35 14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
- 36 15. 45 CFR 96.132(e), Additional Agreements.
- 37 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.

- 1 17. 45 CFR 160, General Administrative Requirements.
- 2 18. 45 CFR 162, Administrative Requirements.
- 3 19. 45 CFR 164, Security And Privacy.
- 4 20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 5 21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to
- 6 [REDACTED] influence certain federal contracting and financial transactions.
- 7 22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- 8 23. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and Mental
- 9 [REDACTED] Health Services Administration.
- 10 24. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- 11 25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health
- 12 [REDACTED] services facilities and organizations.
- 13 26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative
- 14 [REDACTED] Simplification.
- 15 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on
- 16 [REDACTED] Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 17 28. 42 USC 6101, Age Discrimination Act of 1975.
- 18 29. 42 USC 2000d, Civil Rights.
- 19 30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse
- 20 [REDACTED] prevention and treatment block grants and/or projects for assistance in transition from
- 21 [REDACTED] homelessness grants."
- 22 31. 8 USC, 1324, Immigration Reform & Control Act, 1986.
- 23 32. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 24 33. CCC §§1798.80 through 1798.82, Customer Records.
- 25 34. CCC §1798.85, Confidentiality of Social Security Number.
- 26 35. CCR, Title 9, Division 4; and Title 22.
- 27 36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
- 28 37. U.S. Department of Health and Human Services Grants Policy Statement.
- 29 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol
- 30 [REDACTED] and Drug Programs, 2003
- 31 39. Title 22, CCR, §51009.
- 32 40. California Welfare and Institutions Code, §14100.2.
- 33 41. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 34 42. D/MC Billing Manual (March 23, 2010)

### 35 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

18  
19 **XV. LITERATURE AND ADVERTISEMENTS**

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

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

30 C. Any advertisement through radio, television broadcast, or the Internet, for educational or  
31 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
32 Agreement must be approved in advance and in writing by ADMINISTRATOR.

33  
34 **XVI. MAXIMUM OBLIGATION**

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

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

## 6 **XVII. NONDISCRIMINATION**

### 7 **A. EMPLOYMENT**

8  
 9 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully  
 10 discriminate against any employee or applicant for employment because of his/her ethnic group  
 11 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and  
 12 over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall  
 13 warrant that the evaluation and treatment of employees and applicants for employment are free from  
 14 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
 15 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
 16 including apprenticeship. ~~CONTRACTOR shall not discriminate between employees with spouses and~~  
 17 ~~employees with domestic partners, or discriminate between domestic partners and spouses of those~~  
 18 ~~employees, in the provision of benefits. There shall be posted in conspicuous places, available to~~  
 19 ~~employees and applicants for employment, notices from ADMINISTRATOR and/or the United States~~  
 20 ~~Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity~~  
 21 ~~clause.~~

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

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

31 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR shall not discriminate in the  
 32 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
 33 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 34 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with  
 35 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
 36 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,  
 37 Chapter 6, Article 1 (§10800, et seq.) of the CCR, and all other pertinent rules and regulations

1 promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now  
2 exist or be hereafter amended or changed.

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

5 a. Denying a client or potential client any service, benefit, or accommodation.

6 b. Providing any service or benefit to a client which is different or is provided in a  
7 different manner or at a different time from that provided to other clients.

8 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
9 by others receiving any service or benefit.

10 d. Treating a client differently from others in satisfying any admission requirement or  
11 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
12 any service or benefit.

13 e. Assignment of times or places for the provision of services.

14 2. Complaint Process – CONTRACTOR shall establish procedures for advising all clients  
15 through a written statement that CONTRACTOR’s clients may file all complaints alleging  
16 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the  
17 U.S. Department of Health and Human Services' OCR. CONTRACTOR’s statement shall advise clients  
18 of the following:

19 a. In those cases where the client's complaint is filed initially with the OCR, the OCR may  
20 proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the  
21 investigation.

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

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

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

35 //

36 //

37 //

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

5  
6 **XVIII. NOTICES**

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

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

12 2. When faxed, transmission confirmed;

13 3. When sent by Email; or

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

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

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

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

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

28  
29 **XIX. NOTIFICATION OF DEATH**

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

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

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

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

4           B. **TERMINAL ILLNESS DEATH**

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

10           2. If there are any questions regarding the cause of death of any person served hereunder who  
11 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,  
12 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with Subparagraph A.  
13 above.

14  
15                           **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23  
24                           **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

28           1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
29 75055(a), 75343(a), and 77143(a).

30           2. State of California, Health and Safety Code §123145.

31           3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

37           C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure

1 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish  
2 and implement written record management procedures.

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

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

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

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

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

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

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

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

22 2. Provide auditor or other authorized individuals access to documents via a computer  
23 terminal.

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

26 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
27 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy  
28 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by  
29 telephone and email or facsimile.

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

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

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

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

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

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

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

14  
15 **XXII. REVENUE**

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

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

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

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

32  
33 **XXIII. SEVERABILITY**

34 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
35 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
36 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
37 //

1 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
2 in full force and effect, and to that extent the provisions of this Agreement are severable.

3  
4 **XXIV. SPECIAL PROVISIONS**

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

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

9 2. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
10 funds (matching).

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

12 4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

13 5. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
14 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
15 use of appropriated funds to influence certain federal contracting and financial transactions).

16 6. Paying an individual salary or compensation for services at a rate in excess of the current  
17 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
18 Schedule may be found at [www.opm.gov](http://www.opm.gov).

19 7. Fundraising.

20 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
21 CONTRACTOR's staff or members of the Board of Directors.

22 9. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
23 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
24 salary advances or giving bonuses to CONTRACTOR's staff.

25 10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
26 services.

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

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

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

33 14. Assisting, promoting, or deterring union organizing.

34 15. Severance pay for separating employees.

35 16. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
36 codes and obtaining all necessary building permits for any associated construction.

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

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

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

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

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

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

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

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

17  
18 **XXV. STATUS OF CONTRACTOR**

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

30  
31 **XXVI. TERM**

32 A. The term of this Agreement shall commence and as specified in the Referenced Contract  
33 Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate  
34 as specified in the Referenced Contract Provisions of this Agreement; unless otherwise sooner  
35 terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to  
36 perform such duties as would normally extend beyond this term, including but not limited to, obligations  
37 with respect to confidentiality, indemnification, audits, reporting and accounting.

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

3  
4 **XXVII. TERMINATION**

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

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

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

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

27 **D. CONTINGENT FUNDING**

- 28 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 29 a. The continued availability of federal, state and county funds for reimbursement of  
30 COUNTY's expenditures, and
  - 31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
32 approved by the Board of Supervisors.

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

36 E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
37 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole

1 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
2 term of this Agreement.

3 F. In the event this Agreement is terminated by either party, after receiving a Notice of  
4 Termination CONTRACTOR shall do the following:

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

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

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

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

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

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

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

24 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
25 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  
26

27 **XXVIII. THIRD PARTY BENEFICIARY**

28 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
29 including, but not limited to, any subcontractors or any clients provided services hereunder.  
30

31 **XXIX. WAIVER OF DEFAULT OR BREACH**

32 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
33 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
34 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
35 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
36 Agreement.  
37 //

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

3  
4 MARIPOSA WOMEN AND FAMILY CENTER, INC.

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

7  
8 TITLE: \_\_\_\_\_  
9

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_  
14

15  
16  
17  
18 COUNTY OF ORANGE

19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 HEALTH CARE AGENCY  
22

23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA  
27

28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

30 DEPUTY  
31

32  
33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or  
36 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or  
37 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.

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
SUBSTANCE USE DISORDER OUTPATIENT SERVICES

WITH

BETWEEN

COUNTY OF ORANGE

AND

MARIPOSA WOMEN AND FAMILY CENTER, INC.

JULY 1, 2012 2014 THROUGH JUNE 30, 2014 2016

**I. DEFINITIONS 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.

A 1. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the participants Participants are receiving services at least twice per month and/or per contractual requirements.

B 2. ASAM also called ASAM PPC is a tool used to assess level of care.

C 3. CalOMS means the California Outcomes Measurement System which is a statewide participant Participant-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of alcohol and other drug services at the State, County, and provider levels.

D 4. Case Management and Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of participant's Participant's and of 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. This includes supportive assistance to the participant Participant in the assessment, determination of need and securing of adequate and appropriate living arrangements (i.e., residential placement).

E 5. CESI and CEST are self-administered survey instruments designed to assess participants' Participants' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

F 6. Collateral Counseling means face-to-face sessions with the significant persons in the Participant's life, focusing on their treatment needs to support the achievement of the Participant's treatment goals. Significant persons does not include those with an official or professional relationship with the Participant. The Participant may or may not be present during the session.

G 7. DATAR means the Drug Abuse Treatment Access Report as required by the State.

H 8. Diagnosis means the definition of the nature of the participant's Participant's substance use

1 disorder. When formulating the diagnosis of ~~participant~~ Participant, CONTRACTOR shall use the  
 2 diagnosis codes and axes-as specified in the most current edition of the DSM published by the American  
 3 Psychiatric Association. -DSM diagnosis shall be recorded on all IRIS documents, as appropriate.

4 ~~I~~ 9. Intake means the initial face-to-face meeting between a Participant and  
 5 CONTRACTOR staff in which specific information about the Participant is gathered, including  
 6 assessment of ability to pay, determination of D/MC eligibility, and standard admission forms pursuant  
 7 to the Agreement and CCR, Title 22.

8 ~~J~~ 10. IRIS means a collection of applications and databases that serve the needs of programs  
 9 within HCA and includes functionality such as registration and scheduling, laboratory information  
 10 system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical  
 11 records and other relevant applications.

12 ~~K~~ 11. Licensed Mental Health Professional means licensed physicians, licensed psychologist,  
 13 licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed  
 14 vocational nurses, and licensed psychiatric technicians who meets the minimum professional and  
 15 licensure requirements set forth in CCR, Title 9, Section 625.

16 ~~L~~ 12. Linkage means connecting clients to ancillary services such as outpatient and/or residential  
 17 treatment and supportive services which may include self-help groups, social services, rehabilitation  
 18 services, vocational services, job training services, or other appropriate services.

19 ~~M~~ 13. NIATx is a model for improving business process.

20 ~~N~~ 14. Medical Necessity means the establishment by a Contractor's Medical Director, who is a  
 21 physician, that a Participant meets admission criteria and continuing care justification pursuant to CCR,  
 22 Title 22.

23 ~~O~~ 15. Participant means a person who has a substance use disorder, for whom a COUNTY-  
 24 approved intake process and admission for outpatient services has been completed pursuant to the  
 25 Agreement.

26 ~~P~~ 16. Therapeutic Activity means activities such as individual counseling, and groups. These  
 27 activities shall incorporate best practices and evidence-based approaches.

28 ~~Q~~ 17. Token means the security device which allows an individual user to access IRIS.

29 ~~R~~ 18. Self Help Meeting means a non-professional, peer participatory meeting formed by people  
 30 with a common problem or situation offering mutual support to each other towards a goal of healing or  
 31 (recovery).

32 ~~S~~ 19. Unit of Service means a face-to-face contact, which results in a record of Therapeutic  
 33 Experience in a Participant's chart. Self-help meetings are not to be entered into IRIS as a unit of  
 34 service.

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

37 //

**II. BUDGET**

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A for each period of the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

**ADMINISTRATIVE COST**

Salaries	\$ <del>17,440</del>	<u>18,044</u>
Benefits	<del>2,968</del>	<u>342</u>
Services and Supplies	<del>4,979</del>	<u>587</u>
Indirect Costs		<u>0</u>
<b>SUBTOTAL ADMIN COST</b>	\$ <del>25,387</del>	<u>24,973</u>

**PROGRAM COST**

Salaries	\$ <del>172,820</del>	<u>168,98</u>
Benefits	<del>29,374</del>	<u>22,977</u>
Services and Supplies	<del>42,272</del>	<u>41,500</u>
Subcontracts		<u>0</u>
<b>SUBTOTAL PROGRAM COST</b>	\$ <del>244,466</del>	<u>233,45</u>

**GROSS COST**

	\$ <del>269,853</del>	<u>258,43</u>
		<u>2</u>

**REVENUE**

Participant Fees	\$ <del>40,000</del>	<u>36,280</u>
Miscellaneous Income	<del>35,586</del>	<u>27,885</u>
<b>SUBTOTAL REVENUE</b>	\$ <del>75,586</del>	<u>64,165</u>

**NET COST/MAXIMUM OBLIGATION**

\$194,267

**FUNDING SOURCES**

<del>—Medi-Cal FFP</del>	<del>\$ 5,000</del>
<del>—State Realigned D/MC</del>	<del>5,000</del>
<del>—Federal Block Grant</del>	<del><u>-189,267</u></del>
<b>TOTAL FUNDS</b>	<b>\$194,267</b>

~~B. The amounts of Medi-Cal FFP and State Realigned D/MC as indicated in Subparagraph II.A. above are based upon projected revenue generation.~~

~~C. CONTRACTOR agrees that if the actual amounts of Medi-Cal FFP and State Realigned D/MC for each period are less than the projected revenue, ADMINISTRATOR may reduce the Maximum Obligation by the amount of under-generated revenue per period.~~

~~D. CONTRACTOR agrees that if the actual amounts of Medi-Cal FFP and State Realigned D/MC for each period are more than the projected revenue, ADMINISTRATOR may use the over-generation to reduce the Federal Block Grant indicated in Subparagraph II.A. above.~~

~~E~~

**B. BUDGET/STAFFING MODIFICATIONS** – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs 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.

**F. CFDA INFORMATION:**

1. The Agreement includes federal funds paid to CONTRACTOR. The CFDA number and associated information for federal funds paid through the Agreement are specified below:

~~CFDA Year: 2012~~  
CFDA No.: 93.959  
Program Title: Block Grants for Prevention and Treatment of Substance Abuse  
Federal Agency: Department of Health and Human Services  
Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

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

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

#

#

**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 ~~CAP~~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 OCPD, 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 invoice 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 invoices, 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.

H. In conjunction with Subparagraph III.A. of this Exhibit A to the Agreement, CONTRACTOR shall not enter units of service into the County IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) businesses days from notification by ADMINISTRATOR.

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**IV. RECORDS**

A. PARTICIPANT RECORDS - CONTRACTOR shall maintain adequate records in accordance with the COUNTY Guidelines and CCR, Title 22, related to D/MC on each Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be limited to:

1. Treatment plans, records of Participant interviews, progress notes, and records of services provided by various personnel shall be documented within thirty (30) calendar days in the Participant's record.

2. Upon completion of Intake, an admission record shall be completed and documented in the progress notes that outpatient treatment services are appropriate for the Participant. Such documentation, for outpatient treatment services, shall specify alcohol and/or other drugs used and identify the social, psychological, physical, and/or behavioral problems related to alcohol and/or other drug use.

B. 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.

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

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

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

4. COUNTY SLIDING FEE SCALE – CONTRACTOR shall utilize the sliding fee scale provided by ADMINISTRATOR. CONTRACTOR must have a policy describing the collection of Participant fees. No Participant shall be denied access to services due to an inability to pay; however, Participants are responsible for paying their fees according to the provided fee scale once an ability to pay is secured. The Participant's failure to make a reasonable effort to pay the assessed fee is cause for termination of services.

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

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## V. REPORTS

### A. MONTHLY PROGRAMMATIC

1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, ~~in conjunction with the invoices described in the Payments Paragraph of this Exhibit A to the Agreement.~~

These monthly programmatic reports shall be received by ADMINISTRATOR no later than the tenth (10th) business day of the month following the report month.

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

3. CONTRACTOR shall submit a list of ~~participants~~ Participants served during the reporting month showing Medi-Cal and non-Medi-Cal clients. The report should include the names of the ~~participants~~ Participants, type of service provided, and date of service. This report is due by the twentieth (20th) day of the following month and must be submitted with the invoice and expenditure/revenue report to ADMINISTRATOR.

### B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. ~~—~~These reports shall be on a form acceptable to, or provided by ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. The reports shall be received by ADMINISTRATOR no later than fifteen (15) calendar days following the end of the month reported.

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

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

1 D. MONTHLY DATAR - CONTRACTOR shall provide reports under the DATAR, and/or any  
2 other State Reporting System in a manner prescribed by ADMINISTRATOR, no later than the fifth  
3 (5th) business day of the month following the report month.

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

8  
9 **VI. SERVICES**

10 A. FACILITY – CONTRACTOR shall provide Substance Use Disorder Outpatient Services at  
11 ~~812 Town and Country Road, Orange, California, 92868~~ the following location, or at any other facility  
12 approved in advance, in writing, by ADMINISTRATOR.

13  
14 812 Town and Country Road  
15 Orange, CA 92868

16  
17 1. CONTRACTOR's facility for Outpatient services shall operate, at least, Monday through  
18 Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or  
19 weekends, when necessary to accommodate working Participants unable to participate during regular  
20 daytime hours.

21 2. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule,  
22 unless otherwise authorized, in writing, by ADMINISTRATOR.

23 B. PERSONS TO BE SERVED – SUBSTANCE USE DISORDER OUTPATIENT SERVICES –  
24 CONTRACTOR shall serve adult women, ages eighteen (18) years or older, who have abstained from  
25 substance use for at least twenty-four (24) hours; who have a diagnosis of substance use disorder, and  
26 who require treatment.

27 C. ADMISSIONS FOR SUBSTANCE USE DISORDER OUTPATIENT SERVICES

28 1. CONTRACTOR shall accept any person who is physically and mentally able to comply  
29 with the program's rules and regulations. Said persons shall include persons living with  
30 HIV ~~disease~~ AIDS, as well as persons with a concurrent diagnosis of mental illness, i.e., those identified  
31 as having a ~~dual diagnosis. Dually diagnosed persons~~ co-occurring disorder. Persons with co-occurring  
32 disorders and others who require prescribed medication shall not be precluded from acceptance or  
33 admission solely based on their licit use of prescribed medication(s). Persons having a concurrent  
34 diagnosis of mental illness will be served in accordance with Federal Substance Abuse Prevention and  
35 Treatment Block Grant Program requirements and COUNTY guidelines.

36 2. CONTRACTOR shall have a policy that requires Participants who show signs of any  
37 communicable disease, or through medical disclosure during the intake process admitting to a health

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

3 3. Participants shall attend an orientation session within seventy-two (72) hours of admission  
4 which shall describe the functions and requirements of the program.

5 4. ADMISSION POLICY - CONTRACTOR shall establish and make available to the public,  
6 a written admission policy which shall include, but not be limited to the following treatment priorities:

- 7 a. First priority for admission shall be given to pregnant injection drug users;
- 8 b. Second priority for admission is pregnant substance users;
- 9 c. Third priority for admission is injection drug users;
- 10 d. All other substance users are next in priority for admission;

11 5. CONTRACTOR shall grant priority in admissions to persons referred by  
12 ADMINISTRATOR.

13 6. CONTRACTOR's Admission Policy shall reflect all applicable federal, state and county  
14 regulations.

15 7. CONTRACTOR shall have the right to refuse admission of a person only in accordance  
16 with its written admission policy; provided, however, CONTRACTOR shall comply with the  
17 Nondiscrimination provisions of the Agreement.

18 8. CONTRACTOR shall evaluate Participant for D/MC eligibility. All D/MC eligible  
19 Participants shall be enrolled in D/MC and services shall be billed to accordingly, as directed in  
20 Subparagraph III.A. of this Exhibit A to the Agreement.

21 D. WAITING LIST – CONTRACTOR shall maintain a waiting list for the Substance Use Disorder  
22 Outpatient program which satisfies the following requirements:

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

25 2. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of  
26 qualified applicants for admission, is maintained along with dates of application, eligibility criteria, and  
27 dates and nature of follow up contacts.

28 3. A policy shall be maintained defining what individuals on waiting lists must do to remain  
29 eligible for admission and/or how CONTRACTOR will go about ensuring that applicants for admission  
30 remain interested in entering treatment.

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

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35 //  
36 //  
37 //

E. UNITS OF SERVICE

1. CONTRACTOR shall provide the following Units of Service for each period:

<u>SERVICE</u>	<u>UNITS</u>
Outpatient/Individual-Family	680
Outpatient/Group	<u>4,080</u>
TOTAL	4,760

2. SUBSTANCE USE DISORDER OUTPATIENT SERVICES – Guidelines for reporting Substance Use Disorder Outpatient units of service are as follows:

a. The unit count for individual and group therapy must include justification documentation in the chart that a therapeutic experience was provided.

b. The unit count for group therapy is based on the number of Participants in the group. [i.e., a group therapy session with four (4) Participants would be counted as four (4) units].

c. Family members of Participants admitted to the program and currently receiving services, may be seen, with or without the Participant present, and be counted as a unit of service.

3. SUBSTANCE USE DISORDER OUTPATIENT CASELOAD

CONTRACTOR shall maintain an average monthly caseload of thirty (30) Participants per Counselor FTE. An FTE shall be equal to an average of forty (40) hours worked per week. CONTRACTOR shall serve a total of one hundred seventy (170) unduplicated clients annually.

F. SERVICES TO BE PERFORMED

1. SUBSTANCE USE DISORDER OUTPATIENT SERVICES shall include, but not be limited to: a structured sequence of substance use disorder education, treatment planning, group and individual counseling. A continuum of services that includes an initial four (4) months of outpatient treatment with an additional continuing care phase will be provided. The maximum duration of this program shall be four (4) months with a less intensive continuing care program of a maximum of one hundred eighty (180) days duration available to program graduates, unless approved in writing by ADMINISTRATOR for extension in treatment.

a. CONTINUING CARE PHASE: Participants who have completed their outpatient episode of care and wish to receive additional treatment services, shall be offered continuing care services. Participants may remain in continuing care until they opt out, but no longer than one hundred eighty (180) days. Services for D/MC eligible Participants shall adhere to CCR, Title 22 with regard to justifying continuing services past 180 days. At a minimum, continuing care services will include one face-to-face contact and/or one group a month for a total of two (2) services each month; for non-D/MC Participants. At a minimum, continuing care services will include two (2) group sessions each month for D/MC eligible Participants.

//

1           b. CONTRACTOR's program shall include an introduction to Narcotics Anonymous or  
2 Alcoholics Anonymous "Step Study" or other appropriate self-help programs. It may include activities  
3 designed to enhance skills in dealing with social services, legal/judicial, and employment services  
4 within Orange County.

5           c. CRISIS INTERVENTION – CONTRACTOR shall provide emergency assessment and  
6 counseling with the Participant in a crisis situation.

7           d. SCREENING – Prior to admission of adults, CONTRACTOR shall screen the  
8 individual for placement into outpatient treatment using the ASAM PPC Tool. Individuals needing a  
9 higher level of care shall be provided appropriate services until linkage to a higher level of care is made.  
10 CONTRACTOR shall place the completed ASAM in the Participant's file.

11           e. ASSESSMENT – CONTRACTOR shall provide a standardized, comprehensive risk  
12 and needs assessment to each Participant to assess substance use history, family history, mental and  
13 emotional status, educational, legal status and vocational background as well as daily living skills, stress  
14 management, literacy, employment, education and money management. Assessment tools will be co-  
15 occurring capable, meet best practice standards, may include ASI, CalOMS or any other assessment tool  
16 that is completed and signed by ~~participant~~Participant and by staff, as approved by ADMINISTRATOR.

17           f. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services  
18 by contacting outside agencies and making referrals for services outside the scope of comprehensive  
19 substance use disorder treatment services as identified in the Participant's treatment/recovery plan as  
20 necessary to the Participant's recovery. Such concomitant services include academic education,  
21 vocational training, medical and dental treatment, pre-and post- counseling and testing for infectious  
22 diseases, legal assistance, job search assistance, financial assistance, childcare, and self-help programs  
23 such as twelve (12)-step programs. Said referrals and follow-up shall be documented in the  
24 Participant's file.

25           g. PROGRAM ORIENTATION – During the first seventy-two (72) hours of a  
26 Participant's admission into the program, CONTRACTOR shall provide an overview of the program.  
27 The Program Orientation shall include, but not be limited to, the following:

- 28           1) Program structure, schedules, and rules
- 29           2) Understanding of substance use disorder
- 30           3) Policies regarding ~~participant~~Participant fees
- 31           4) Participant rights
- 32           5) Assignment of a counselor
- 33           6) A copy of the code of Conduct
- 34           7) Continuing care services

35           h. REFERRAL AND FOLLOW-UP – CONTRACTOR shall provide effective linkage of  
36 a Participant to other ancillary services with follow-up to be documented in the Participant file to ensure  
37 that the Participant has contacted the referred service. Referrals shall also be made for individuals

1 having special needs, such as persons living with HIV disease. Referrals shall be sensitive to the  
 2 Participant's cultural needs. Such referrals shall be documented in the Participant's file.

3 i. TREATMENT PLAN – CONTRACTOR shall develop an individualized treatment  
 4 plan with each Participant within thirty (30) calendar days of admission into the Program, which shall be  
 5 based upon the Participant's needs identified in the assessment process. Each treatment plan shall  
 6 include identification of a minimum of three (3) problem areas, one of which shall be a drug and/or  
 7 alcohol problem, including long term and short term individualized goals for addressing the identified  
 8 needs with action steps, target dates and dates of resolution for each. Every thirty (30) days,  
 9 CONTRACTOR shall review with the Participant, and document in progress notes the Participant's  
 10 progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in  
 11 problem identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days  
 12 after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter,  
 13 whichever comes first.

14 j. CONTRACTOR shall provide Therapeutic Activity which includes individual  
 15 counseling, and groups. These activities shall incorporate best practices and evidence-based  
 16 approaches, such as trauma-informed treatment. This service model shall consist of one hundred and  
 17 twenty (120) days of Outpatient treatment, unless otherwise approved by ADMINISTRATOR.

18 1) OUTPATIENT TREATMENT

19 a) Twenty-four (24) group counseling sessions at a minimum of ninety (90)  
 20 minutes each;

21 b) Four (4) fifty (50)-minute individual counseling sessions or eight (8) twenty-  
 22 five (25)-minute sessions or a combination of each, not to exceed a total of two hundred (200) minutes  
 23 of individual counseling time, without prior approval of ADMINISTRATOR;

24 c) Three (3) weekly Self-Help meetings for sixteen (16) weeks, for a minimum of  
 25 forty-eight (48) meetings not to be entered into IRIS as a unit of service;

26 2) INDIVIDUAL COUNSELING - CONTRACTOR shall provide individualized  
 27 counseling to Participant. Counseling shall be culturally appropriate to Participants' needs.

28 3). GROUP COUNSELING- CONTRACTOR shall provide counseling within a group  
 29 to Participants determined appropriate for group sessions. Topics for discussion shall include but not be  
 30 limited to, the following:

- 31 a) Substance use education
- 32 b) Conflict resolution, anger management, skills building
- 33 c) Trauma (abuse, violence)
- 34 d) Relapse prevention
- 35 e) Mechanisms for building self-esteem and personal assertiveness
- 36 f) Life skills and vocational pursuits
- 37 g) Cultural and acculturation issues

1 h) Chronic disease issues  
 2 i) Co-occurring issues  
 3 j) Personal values, social relations, family functioning, coping mechanisms and related  
 4 issues.

5 k. COLLATERAL SERVICES – CONTRACTOR shall provide, as appropriate,  
 6 individual and/or group sessions for family members or significant others of a Participant, excluding  
 7 professionals such as employers or doctors. These services shall address ~~family~~ varied systems  
 8 dynamics, as they could contribute to the Participant's relapse, and potential or actual substance use  
 9 ~~elsewhere in the family system~~. Collateral Services shall include the Participant unless determined  
 10 inappropriate by the counselor.

11 l. LINKAGE- If a Participant is identified to require higher level of treatment, linkage to  
 12 residential treatment will be made, and CONTRACTOR shall document this in the Participant's file.

13 m. TRANSITION/EXIT PLAN – CONTRACTOR shall begin discharge planning  
 14 immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen  
 15 (14) calendar days prior to ~~participant's~~ Participant's successful completion of the program. The  
 16 transition and exit plan shall be completed and signed by staff and Participant. The transition and exit  
 17 plan shall include the following:

18 1) A strategy or strategies to assist the Participant in maintaining a substance use free  
 19 lifestyle;

20 2) A continuing treatment exit plan that includes referral and transition of the  
 21 ~~participant~~ Participant to support services such as vocational rehabilitation, job training, self-help groups,  
 22 alumni groups, recovery maintenance services and other services, if needed, and document this in the  
 23 ~~participant's~~ Participant's chart. The continuing treatment plan shall also ~~include the~~ address referrals for  
 24 unmet or continuing goals identified in the Participant's treatment plan;

25 3) Referrals to appropriate non-substance use resources such as continuing education  
 26 and vocational rehabilitation.

27 n. CONTRACTOR shall provide at a minimum, on site or by referral, child care and  
 28 outpatient prenatal and postpartum medical care, pediatric care, vocational/educational services.

29 o. DISCHARGE SUMMARY – CONTRACTOR shall develop written procedures  
 30 regarding ~~participant~~ Participant discharge. Written criteria for the discharge summary shall include:

- 31 1) Reason for discharge
- 32 2) Description of treatment episodes or recovery services
- 33 3) Current alcohol and/or drug usage at discharge
- 34 4) Vocational and educational achievements
- 35 5) Legal status
- 36 6) Linkages and referrals made
- 37 7) Participants comments

1 8) A description of the Participant’s goals and achievement towards those goals as  
2 described in the Participant’s treatment plan.

3 9) Prognosis

4 p. SUBSTANCE USE SCREENING

5 1) Contractor shall have a written policy and procedure statement regarding alcohol  
6 and drug screening that includes unannounced drug and/or alcohol testing at a minimum of once a  
7 month and at least six (6) times over a four-month period. In the Continuing Care phase of the program  
8 ~~participants~~ Participants will be screened at least once a month for all ~~participants~~ Participants. The urine  
9 specimen collection shall be observed by same sex staff. This policy shall be approved by  
10 ADMINISTRATOR. For those situations where drug screening is deemed appropriate and necessary,  
11 CONTRACTOR shall:

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

14 b) Document results of the drug screening in the Participant’s record.

15 2) In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory  
16 for drug screening purposes, CONTRACTOR shall collect and label samples from Participants.

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

22 q. OUTREACH ACTIVITIES – CONTRACTOR shall perform substance use disorder  
23 outreach activities for the purpose of encouraging individuals in need of substance use disorder  
24 treatment services to undergo such treatment.

25 r. PERFORMANCE OBJECTIVES – CONTRACTOR shall achieve performance  
26 objectives by June 30, of each period, tracking and reporting Performance Outcome Objective statistics  
27 in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may  
28 be necessary to the following services to meet the objectives, and, therefore, revisions to objectives and  
29 services may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.

30 1) Objective 1: CONTRACTOR shall provide effective substance use disorder  
31 assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as  
32 measured by Retention and Completion Rates.

33 a) Retention Rates shall be calculated by using the number of Participants  
34 currently enrolled in or successfully completing their treatment program divided by the total number of  
35 Participants served during the evaluation period.

36 //

37 //

1                   b) Completion Rates shall be calculated by using the number of Participants  
2 successfully completing the treatment program divided by the total number of discharges discharged  
3 during the evaluation period.

4                   2) Objective 2: CONTRACTOR shall obtain from eighty percent (80%) of  
5 Participants, the completed CESI within thirty (30) calendar days of admission, and the CEST shall be  
6 completed at mid-point and at completion for those Participants receiving at a minimum forty-five (45)  
7 calendar days of treatment.

8                   a) CONTRACTOR shall ensure that surveys are completed by designated  
9 Participants, timely and accurately, including but not limited to, ensuring surveys contain provider  
10 number, Participant ID number, responses to all psychosocial questions, responses for other important  
11 Participant and CONTRACTOR information, and fields are filled and/or marked appropriately.

12                   b) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the  
13 originals to ADMINISTRATOR for the COUNTY, once a month, on the tenth (10th) business day of  
14 each month.

15                   c) CONTRACTOR shall maintain the photocopies of the CESI and CEST  
16 documents in Participant files.

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

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

- 23                   a) Reduce waiting times
- 24                   b) Reduce no-shows
- 25                   c) Increase admissions
- 26                   d) Increase continuation in treatment

27                   2. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

28                   a. CONTRACTOR shall ensure that all persons admitted for outpatient treatment services  
29 have a health questionnaire completed using form ADP 100226, or may develop their own form  
30 provided it contains, at a minimum, the information requested in the ADP 100226 form.

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

33                   a) CONTRACTOR shall review and approve the health questionnaire form prior  
34 to Participant's admission to the program. The completed health questionnaire shall be signed and dated  
35 by staff and Participant.

36                   b) A copy of the questionnaire shall be filed in the Participant's file.

37                   2) CONTRACTOR shall, based on information provided by Participant on the health

1 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory  
2 examinations, as appropriate.

3 a) CONTRACTOR shall obtain a copy of Participant's medical clearance or  
4 release prior to Participant's admission to the program when applicable as listed in 2a.2 above.

5 b) A copy of the referral and clearance shall be filed in the Participant's file.

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

8 c. The programs shall have and post written procedures for obtaining medical or  
9 psychiatric evaluation and emergency services.

10 d. The programs shall have readily available the name, address, and telephone number for  
11 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

12 G. INTERIM SERVICES – All persons who are not admitted into Substance Use Disorder  
13 Outpatient treatment within fourteen (14) calendar days due to lack of capacity, and who place their  
14 names on the waiting list for admission, shall be provided interim services. Interim services shall  
15 consist of: TB counseling, voluntary testing, referral for medical evaluation, if appropriate; and HIV  
16 education, HIV risk assessment and disclosure counseling and voluntary confidential HIV antibody  
17 testing. For pregnant women, interim services shall also include counseling on the effects of alcohol  
18 and drugs on the developing fetus and referral to prenatal medical care services. Interim services may  
19 be provided directly or by referral to ADMINISTRATOR or another appropriate provider, and given to  
20 prospective Participants within 48 hours. Provision of interim services for persons with alcohol and/or  
21 other drug problems, who could otherwise be admitted into substance use disorder outpatient treatment,  
22 shall be documented on the DATAR and reported monthly to the State.

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

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

31 ~~— J. — CONTRACTOR shall apply for and receive approval of the OCPD to provide outpatient~~  
32 ~~treatment services.~~ J. CONTRACTOR shall recognize the authority of OCPD as officers of the  
33 court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program of  
34 Substance Use Disorder Outpatient Treatment Services.

35 K. CONTRACTOR shall be D/MC Certified by July 1, 2012, to provide D/MC Outpatient Drug  
36 Free services to D/MC beneficiaries prior to initiating this Agreement. CONTRACTOR will be  
37 expected to provide D/MC treatment services and bill per Outpatient Drug Free Medi-Cal CCR, Title 22

1 California Code of Regulations ~~by July 1, 2012.~~ Therefore, CONTRACTOR, ~~as of July 1, 2012,~~ must  
2 be:

- 3 1. D/MC certified and with a billing system established before services commence
- 4 2. Diligent and maintain active D/MC certification throughout the period of the contract
- 5 3. Certain to include D/MC administrative costs of ten percent (10%) of the annual D/MC  
6 budget allocation for purposes of quality assurance to be provided by the COUNTY.
- 7 4. Time frames may be adjusted with prior approval from ADMINISTRATOR

8 L. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,  
9 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
10 shall specify the facilities are "smoke free" with designated smoking areas outside the facility.

11 M. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens  
12 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

19 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
20 conditions:

- 21 a. Token of each staff member who no longer supports the Agreement.
- 22 b. Token of each staff member who no longer requires access IRIS.
- 23 c. Token of each staff member who leaves employment of CONTRACTOR.
- 24 d. Tokens malfunctioning.

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

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

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**VII. STAFFING**

A. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in ~~FTEs~~ Full-Time Equivalents, hereinafter referred to as "FTEs," for each period of the Agreement which shall be equal to an average of forty (40) hours of work per week:

<del>ADMINISTRATIVE</del> <u>DIRECT</u>	<u>FTEs</u>
<u>ADMINISTRATION STAFF</u>	
President/CEO	0.03
Contract Administrator	0.05
Finance Manager	0.10
Accounting Assistant	<u>0.20</u>
<del>ADMINISTRATIVE</del> <u>DIRECT</u>	0.38
<u>ADMINISTRATION</u> SUBTOTAL	
 <u>DIRECT PROGRAM STAFF</u>	
Counselor	2. <del>41</del> <u>12</u>
Program Director	0.80
Staff Clerical Support	0.80
Intake <del>Counselor</del> <u>Coordinator</u>	0.25
Front Desk Support	<u>0.25</u>
<u>DIRECT PROGRAM</u> SUBTOTAL	4. <del>21</del> <u>22</u>
 TOTAL FTEs	 4. <del>59</del> <u>60</u>

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

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

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in Subparagraph VII.B. above; provided, however, such written agreement is made in advance of any staffing change.

E. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns.

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

8 F. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR  
 9 deems the decision will benefit the Program. Requests for exceptions shall be submitted in writing and  
 10 approved in advance by ADMINISTRATOR.

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

16 H. Substance ~~User~~Use Disorder Staffing levels and qualifications shall meet the requirements of  
 17 the State, ~~Alcohol and/or Other Drug~~ Department of Health Care Services (DHCS) Counselor  
 18 Certification Standards for ~~California for~~ Outpatient Services. All staff providing treatment services  
 19 shall be licensed and/or certified in accordance with state requirements, and professional guidelines, as  
 20 applicable.

21 I. CONTRACTOR shall provide pre-employment screening of any staff person providing any  
 22 service pursuant to the Agreement. All ~~new staff, volunteers, and interns~~ shall pass ~~an Orange County~~  
 23 ~~criminal justice~~ a one-time "live scan" fingerprint background check ~~conducted by OCPD on a yearly~~  
 24 ~~basis. Program directors, managers and other supervisory staff will be requested prior to voluntarily~~  
 25 ~~submit to a more extensive background check including "live scan" fingerprinting~~ employment.  
 26 ~~ADMINISTRATOR may change this approval mechanism at their discretion.~~ The results of the  
 27 fingerprint checks will be sent directly from the Department of Justice to the ~~OCPD~~  
 28 ~~Department~~ CONTRACTOR. Results must remain in staff file.

- 29 1. All staff, prior to hiring, ~~shall~~must meet the following requirements:
- 30 a. No person shall have been convicted of a sex offense for which the person is required  
 31 to register as a sex offender under PC, Section 290;
- 32 b. No person shall have been convicted of an arson offense – PC, Sections 451, 451.1,  
 33 451.5, 452, 452.1, 453, 454, or 455;
- 34 c. No person shall have been convicted of any violent felony as defined in PC, Section  
 35 667.5, which involve doing bodily harm to another person, for which the staff member was convicted  
 36 within five years prior to employment;
- 37 d. No person shall be on parole or OCPD;

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

3 f. No person shall have prior employment history of improper conduct, including but not  
4 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or  
5 inappropriate behavior with staff or Participants at another treatment facility.

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

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

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