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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:

Period One Maximum Obligation:	\$ 300,000
Period Two Maximum Obligation:	<u>300,000</u>
TOTAL MAXIMUM OBLIGATION:	\$ 600,000

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Executive Director
 The Gary Center
 341 S. Hillcrest Street
 La Habra, CA 90631

~~CONTRACTOR's Insurance Coverages:~~

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

Contact Person: Maria Governo
Contact Person E-Mail: mgoverno@garycenter.org

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I. ACRONYMS

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

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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. DHCS	Department of Health Care Services
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

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

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

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

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

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

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

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

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

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1 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
2 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible
3 Persons, as defined hereunder. Screening shall be conducted against the General Services
4 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG
5 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

12 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
14 Agreement.

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

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

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

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

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

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

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

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

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

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

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

14 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
15 ADMINISTRATOR’s Code of Conduct.

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

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

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

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

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

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

33 8. Failure of CONTRACTOR to timely submit the acknowledgement of
34 ADMINISTRATOR’s Code of Conduct shall constitute a material breach of this Agreement, and failure
35 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
36 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. This agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

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

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1 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
 2 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
 3 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
 4 #
 5 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
 6 shall be immediately reimbursed to COUNTY.

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

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

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

29 E. If the Cost Report for each period indicates the actual and reimbursable costs of services
 30 provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the
 31 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
 32 difference, provided such payment does not exceed the Maximum Obligation of COUNTY for the
 33 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 //

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

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

7 8 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

3. #

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

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

//

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

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by 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.

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement

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

7 8 **X. EQUIPMENT**

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

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

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

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

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

37 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure

1 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
2 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
3 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

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

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

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

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

22
23 **XII. INDEMNIFICATION AND INSURANCE**

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

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

1 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of
 2 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 3 conditions as set forth herein for CONTRACTOR.

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

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

10 E. QUALIFIED INSURER

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

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

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

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

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

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.

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.

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.

L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR

1 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

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

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

16 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

37 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any

1 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
2 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

3 4 **XIII. INSPECTIONS AND AUDITS**

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

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

19 C. AUDIT RESPONSE

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

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

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

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

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

6 **XIV. LICENSES AND LAWS**

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

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

- 17 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
 18 Manual.
- 19 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
 20 Program Certification Standards, March 2004.
- 21 3. HSC, Divisions 10.5 and 10.6.
- 22 4. HSC, §§11758.40 through 11758.47.
- 23 5. HSC, §§11839 through 11839.22.
- 24 6. HSC, §11864.
- 25 7. HSC, §11876(a).
- 26 8. HSC, §§123110 through 123149.5.
- 27 9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
- 28 10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
- 29 11. 41 CFR, Public Contracts and Property Management.
- 30 12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 31 13. 45 CFR 93, New Restrictions on Lobbying.
- 32 14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
- 33 15. 45 CFR 96.132(e), Additional Agreements.
- 34 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 35 17. 45 CFR 160, General Administrative Requirements.
- 36 18. 45 CFR 162, Administrative Requirements.
- 37 19. 45 CFR 164, Security And Privacy.

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

32 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

37 b. In the case of a contractor doing business in a form other than as an individual, the

1 name, date of birth, social security number, and residence address of each individual who owns an
2 interest of ten percent (10%) or more in the contracting entity;

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

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

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

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

15 **XV. LITERATURE AND ADVERTISEMENTS**

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

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

26 C. Any advertisement through radio, television broadcast, or the Internet, for educational or
27 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
28 Agreement must be approved in advance and in writing by ADMINISTRATOR.
29

30 **XVI. MAXIMUM OBLIGATION**

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

34 **B.** ~~Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,~~
35 ADMINISTRATOR may ~~increase or decrease~~ **amend** the ~~Period One and Period Two Maximum~~
36 ~~Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum~~
37

Obligation ~~of COUNTY as specified in the Referenced Contract Provisions of~~ by an amount not to exceed ten percent (10%) for Period One of funding for this Agreement.

XVII. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

//

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

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

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

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

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

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

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

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

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

23 C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of
24 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
25 and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), pertaining to the prohibition
26 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
27 now or may be hereafter amended together with succeeding legislation.

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

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

37 //

XVIII. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

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

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

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

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

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

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

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

23
24 **XIX. NOTIFICATION OF DEATH**

25 A. NON-TERMINAL ILLNESS DEATH

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

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

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

36 //

37 //

B. TERMINAL ILLNESS DEATH

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

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

15. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

XXV. STATUS OF CONTRACTOR

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

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XXVI. TERM

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

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

XXVII. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

33
34 **XXVIII. THIRD PARTY BENEFICIARY**

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

37 //

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

3
4 THE GARY CENTER

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6 BY: _____ DATED: _____

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8 TITLE: _____

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11 BY: _____ DATED: _____

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13 TITLE: _____

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18 COUNTY OF ORANGE

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20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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

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30 BY: _____ DATED: _____

31 DEPUTY

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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.

1 diagnosis codes and axes-as specified in the most current edition of the DSM published by the American
2 Psychiatric Association. -DSM diagnosis shall be recorded on all IRIS documents, as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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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	\$
	9,490 14,5
	<u>60</u>
Benefits	1,774 3,12
	<u>5</u>
Services and Supplies	1,100
Indirect Costs	25,000 21,
	<u>450</u>
SUBTOTAL ADMIN COST	\$
	37,364 39,
	<u>135</u>

PROGRAM COST

Salaries	\$ 175,077 1
	<u>64,424</u>
Benefits	26,504 27,
	<u>172</u>
Services and Supplies	38,055 46,
	<u>269</u>
Subcontracts	<u>23,000</u>
SUBTOTAL PROGRAM COST	\$ 262,636 2
	<u>60,865</u>

GROSS COST/TOTAL MAXIMUM OBLIGATION \$300,000

FUNDING SOURCES

Medi-Cal FFP	\$ 7,500
State Realigned D/MC	7,500
Federal Block Grant	

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	285 300.00
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TOTAL FUNDS	\$300,000

~~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.

1 If such information has been entered, CONTRACTOR shall make corrections within ten (10) businesses
2 days from notification by ADMINISTRATOR.

3
4 **IV. RECORDS**

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

8 ~~1. ADMINISTRATOR'S ASAM PPC form to determine Outpatient services are~~
9 ~~appropriate.~~

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

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

18 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
19 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
20 type of service for which payment is claimed in accordance with generally accepted accounting
21 principles.

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

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

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

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

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

V. REPORTS

A. MONTHLY PROGRAMMATIC

1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, ~~in conjunction with the 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 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 ~~1505 E. 17th Street, Santa Ana, CA 92705~~ the following, or at any other facility approved in advance, in
12 writing, by ADMINISTRATOR.

13
14 1505 E. 17th Street
15 Santa Ana, CA 92705
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 primarily serve Latinos(as) as well as non-Latinos(as) who are ages twelve (12)
25 and older. Such persons will be residents of Orange County in need of outpatient treatment services;
26 who have abstained from substance use for at least twenty-four (24) hours and; have a diagnosis of a
27 substance abuse disorder. If any Non-Latino Participant requests to use a different provider,
28 CONTRACTOR must attempt to make other arrangements acceptable to the Participant.
29 CONTRACTOR shall document any Participant's refusal to accept referrals to other programs in the
30 Participant's record.

31 C. ADMISSIONS FOR SUBSTANCE USE DISORDER OUTPATIENT SERVICES

32 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
33 with the program's rules and regulations. Said persons shall include persons living with
34 HIV ~~disease~~, AIDS as well as persons with a concurrent diagnosis of mental illness, i.e., those identified
35 as having a ~~dual diagnosis. Dually diagnosed persons~~ co-occurring disorder. Persons with co-occurring
36 disorders and others who require prescribed medication shall not be precluded from acceptance or
37 admission solely based on their licit use of prescribed medication(s). Persons having a concurrent

1 diagnosis of mental illness will be served in accordance with Federal Substance Abuse Prevention and
2 Treatment Block Grant Program requirements and COUNTY guidelines.

3 2. CONTRACTOR shall have a policy that requires Participants who show signs of any
4 communicable disease, or through medical disclosure during the intake process admitting to a health
5 related problem that would put others at risk, to be cleared medically before services are provided by the
6 program.

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

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

- 11 a. First priority for admission shall be given to pregnant injection drug users;
- 12 b. Second priority for admission is pregnant substance users;
- 13 c. Third priority for admission is injection drug users;
- 14 d. All other substance users are next in priority for admission;

15 5. CONTRACTOR shall grant priority in admissions to persons referred by
16 ADMINISTRATOR.

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

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

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

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

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

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

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

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

E. UNITS OF SERVICE

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

SERVICE	UNITS
Outpatient/Individual-Family	864
Outpatient/Group	<u>5,184</u>
TOTAL	6,048

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 twenty-seven (27) 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 two-hundred sixteen (216) 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

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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 approved by ADMINISTRATOR and completed and signed by ~~participant~~Participant and by
 17 staff, as approved by ADMINISTRATOR.

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

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

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

36 h. REFERRAL AND FOLLOW-UP - CONTRACTOR shall provide effective linkage of
 37 a Participant to other ancillary services with follow-up to be documented in the Participant file to ensure

1 that the Participant has contacted the referred service. Referrals shall also be made for individuals
 2 having special needs, such as persons living with HIV disease. Referrals shall be sensitive to the
 3 Participant's cultural needs. Such referrals shall be documented in the Participant's file.

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

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

19 1) OUTPATIENT TREATMENT

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

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

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

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

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

32 a) Substance use education

33 b) Conflict resolution, anger management, skills building

34 c) Trauma (abuse, violence)

35 d) Relapse prevention

36 e) Mechanisms for building self-esteem and personal assertiveness

37 f) Life skills and vocational pursuits

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

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

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

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

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

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

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

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

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

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

7) Participants comments

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

9) Prognosis

p. SUBSTANCE USE SCREENING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

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

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

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1 2) CONTRACTOR shall, based on information provided by Participant on the health
2 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory
3 examinations as appropriate.

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

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

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

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

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

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

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

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

32 ~~—J.— CONTRACTOR shall apply for and receive approval of the OCPD to provide outpatient~~
33 ~~treatment services.—~~ J. CONTRACTOR shall recognize the authority of OCPD as officers of the

34 court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program of
35 Substance Use Disorder Outpatient Treatment Services.

36 K. CONTRACTOR shall be D/MC Certified ~~by July 1, 2012.~~ to provide D/MC Outpatient Drug
37 Free services to D/MC beneficiaries prior to initiating this Agreement. CONTRACTOR will be

1 expected to provide D/MC treatment services and bill per Outpatient Drug Free Medi-Cal CCR, Title 22
2 California Code of Regulations ~~by July 1, 2012.~~ Therefore, CONTRACTOR, ~~as of July 1, 2012,~~ must
3 be:

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

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

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

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

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

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

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

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

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

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

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VII. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in 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:

ADMINISTRATIVE PROGRAM	
<u>ADMINISTRATION STAFF</u>	FTEs
— Director of Behavioral Health	0.06
Program Manager	0.13
Receptionist	0.13
ADMINISTRATIVE PROGRAM	0.31 <u>26</u>
<u>ADMINISTRATION SUBTOTAL</u>	
<u>DIRECT PROGRAM STAFF</u>	
<u>Program Manager</u>	<u>0.88</u>
<u>Clinical Supervisor</u>	<u>0.10</u>
<u>Counselors</u>	<u>0.55</u>
Case Manager	1.00
Case Manager <u>Management Support</u>	0.25 <u>40</u>
— Clinical Supervisor	0.15
— Clinical therapist	0.50
— Director of Behavioral Health	0.13
Group Facilitator	0.75 <u>1.00</u>
— Licensed Clinical Therapist	0.25
— Program Manager	0.38
— Receptionist	0.88
<u>DIRECT PROGRAM SUBTOTAL</u>	4.28 <u>3.93</u>
TOTAL FTEs	4.59 <u>19</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

1 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
2 challenged.

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

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

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

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

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

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

34 1. All staff, prior to hiring, ~~shall meet~~ must meet the following requirements:

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

37 //

1 b. No person shall have been convicted of an arson offense – PC, Sections 451, 451.1,
2 451.5, 452, 452.1, 453, 454, or 455;

3 c. No person shall have been convicted of any violent felony as defined in PC, Section
4 667.5, which involve doing bodily harm to another person, for which the staff member was convicted
5 within five years prior to employment;

6 d. No person shall be on parole or OCPD;

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

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

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

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

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