

AGREEMENT FOR PROVISION OF  
HIV TRANSITIONAL HOUSING SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
STRAIGHT TALK CLINIC, INC.  
JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2015

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

**WITNESSETH:**

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Human Immunodeficiency Virus (HIV) Transitional Housing Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2012~~2014 through June 30, ~~2014~~2015

~~Period One means the period from July 1, 2012 through June 30, 2013~~

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

**Maximum Obligation:**

~~Period One Maximum Obligation:~~ ~~\$192~~ \$203,685

~~Period Two Maximum Obligation:~~ ~~\_\_\_\_\_~~ \$192,685

~~TOTAL MAXIMUM OBLIGATION:~~ ~~\_\_\_\_\_~~ \$385,370

**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, 6th Floor  
 Santa Ana, CA 92701-4637

CONTRACTOR: ~~Executive Director~~ Straight Talk Clinic, Inc.

~~Straight Talk Clinic, Inc.~~

5712 Camp Street  
 Cypress, CA 90630

**~~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~~

- 1 ~~for owned, non-owned and hired vehicles~~
- 2
- 3 ~~Workers' Compensation~~ ~~Statutory~~
- 4
- 5 ~~Employer's Liability Insurance~~ ~~\$1,000,000 per occurrence~~
- 6
- 7 ~~Professional Liability Insurance~~ ~~\$1,000,000 per claims made or~~
- 8 ~~per occurrence~~
- 9
- 10 ~~Sexual Misconduct~~ ~~\$1,000,000 per occurrence~~
- 11 Contact Person: Shelly Lummus
- 12 Contact Person E-Mail: [slummus@straighttalkcounseling.org](mailto:slummus@straighttalkcounseling.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. AIDS	Acquired Immune Deficiency Syndrome
5	B. ARRA	American Recovery and Reinvestment Act
6	C. ASRS	Alcohol and Drug Programs Reporting System
7	D. CAP	Corrective Action Plan
8	E. CCC	California Civil Code
9	F. CCR	California Code of Regulations
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. CHS	Correctional Health Services
13	J. D/MC	Drug/Medi-Cal
14	K. DHCS	Department of Health Care Services
15	L. DPFS	Drug Program Fiscal Systems
16	M. DRS	Designated Record Set
17	N. FTE	Full Time Equivalent
18	O. HCA	Health Care Agency
19	P. HHS	Health and Human Services
20	Q. HIPAA	Health Insurance Portability and Accountability Act
21	R. HIV	Human Immunodeficiency Virus
22	S. HSC	California Health and Safety Code
23	Y. IRIS	Integrated Records and Information System
24	U. MHP	Mental Health Plan
25	V. OCJS	Orange County Jail System
26	W. OCPD	Orange County Probation Department
27	X. OCR	Office for Civil Rights
28	Y. OCSD	Orange County Sheriff's Department
29	Z. OIG	Office of Inspector General
30	AA. OMB	Office of Management and Budget
31	AB. OPM	Federal Office of Personnel Management
32	AC. PADSS	Payment Application Data Security Standard
33	AD. PC	State of California Penal Code
34	AE. PCI DSS	Payment Card Industry Data Security Standard
35	AF. PHI	Protected Health Information
36	AG. PII	Personally Identifiable Information
37	AH. PRA	Public Record Act

- 1 AI. SSI [REDACTED] Supplemental Security Income\
- 2 AJ. TB [REDACTED] Tuberculosis
- 3 AK. USC [REDACTED] United States Code
- 4 AL. WIC [REDACTED] State of California Welfare and Institutions Code

**II. ALTERATION OF TERMS**

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

**III. ASSIGNMENT OF DEBTS**

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

**IV. COMPLIANCE**

A. 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.

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

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

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

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

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

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

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

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

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

32 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
33 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
34 Agreement.

35 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors  
36 semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also  
37 request that its subcontractors use their best efforts to verify that they are eligible to participate in all



1 federal and State of California health programs and have not been excluded or debarred from  
 2 participation in any federal or state health care programs, and to further represent to CONTRACTOR  
 3 that they do not have any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

33 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
 34 ADMINISTRATOR’s Code of Conduct.

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

37 //

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

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

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

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

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

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

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

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

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

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

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

32  
33 **V. CONFIDENTIALITY**

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6 relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

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

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

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

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

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

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## VI. COST REPORT

1  
2 A. CONTRACTOR shall submit separate Cost Reports ~~for Period One and Period Two, or for a~~  
3 ~~portion thereof,~~ no later than forty-five (45) calendar days following ~~the period for which they are~~  
4 ~~prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the Cost Report in  
5 accordance with all applicable federal, state and county requirements, generally accepted accounting  
6 principles and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct  
7 and indirect costs to and between programs, cost centers, services, and funding sources in accordance  
8 with such requirements and consistent with prudent business practice, which costs and allocations shall  
9 be supported by source documentation maintained by CONTRACTOR, and available at any time to  
10 ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

35 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
36 less applicable revenues and late penalty, not to exceed the applicable Maximum Obligation ~~for each~~  
37 ~~period~~ as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not

1 claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
2 county laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
3 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
4 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
5 #  
6 calendar days of submission of the Cost Reports or COUNTY may elect to reduce any amount owed  
7 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

23  
24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting  
25 documentation prepared by \_\_\_\_\_ for the cost report period  
26 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge and  
27 belief, costs reimbursed through this Agreement are reasonable and allowable and directly or  
28 indirectly related to the services provided and that this Cost Report is a true, correct, and  
29 complete statement from the books and records of (provider name) in accordance with applicable  
30 instructions, except as noted. I also hereby certify that I have the authority to execute the  
31 accompanying Cost Report.

32  
33 Signed \_\_\_\_\_  
34 Name \_\_\_\_\_  
35 Title \_\_\_\_\_  
36 Date \_\_\_\_\_"

37 //

## VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

33 3. If CONTRACTOR is a governmental organization, any change to another structure,  
 34 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
 35 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
 36 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
 37 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.

**VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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**IX. EQUIPMENT**

1  
2 — A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
3 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
4 Administrator to assist in performing the services described in this Agreement. “Relatively Permanent”  
5 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including  
6 freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets.  
7 Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes,  
8 and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not  
9 limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment  
10 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated  
11 according to generally accepted accounting principles.

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

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

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

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

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

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



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

### 4 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

### 15 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

37 //

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

3 E. QUALIFIED INSURER

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

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

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

15 F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the  
 16 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, <del>Employer's</del>	Statutory
Employers' Liability, <del>and</del> 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

35 G. REQUIRED COVERAGE FORMS

36 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
 37 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. ~~1. "The~~ An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

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

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

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

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

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

~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

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

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

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

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

N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or

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1 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately  
2 protect COUNTY.

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

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

11 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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**XII. INSPECTIONS AND AUDITS**

1  
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
3 of the State of California, the Secretary of the United States Department of Health and Human Services,  
4 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
5 access to any books, documents, and records, including but not limited to, financial statements, general  
6 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
7 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
8 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
9 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all  
10 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
11 premises in which they are provided.

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

16 C. AUDIT RESPONSE

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

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

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

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

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### **XIII. LICENSES AND LAWS**

1  
2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
3 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and  
4 exemptions necessary for the provision of services hereunder and required by the laws and regulations of  
5 the United States, the State of California, COUNTY, and any other applicable governmental agencies.  
6 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or  
7 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,  
8 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

- 12 1. Federal Single Audit Act of 1984 (31 USC. 7501.70).
- 13 2. HIPAA Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.
- 14 3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.
- 15 4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.
- 16 5. 45 CFR Part 76, Drug Free Work Place.
- 17 6. CCR, Title 22.
- 18 7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy  
19 Statement.
- 20 8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.
- 21 9. ARRA of 2009.
- 22 10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS  
23 Treatment Extension Act of 2009.
- 24 11. 42 USC. 12901 et seq., AIDS Housing Opportunity Act.
- 25 12. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for  
26 Persons with AIDS.
- 27 13. 24 CFR Parts 42 and 570.606.
- 28 14. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement  
29 Program.
- 30 15. Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 31 16. Americans Standard Specifications for Making Buildings and Facilities Accessible to, and  
32 Usable by, the Physically Handicapped, Number A-117.1-R 1971.
- 33 17. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
34 Manual.
- 35 18. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
36 Program Certification Standards, March 2004.
- 37 19. State of California, Department of Alcohol and Drug Programs, DPFS Manual.

1 20. State of California, Department of Social Services, Community Care Licensing Division  
2 requirements for Group Homes.

3 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

23  
24 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

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## XV. MAXIMUM OBLIGATION

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

5  
 6           B. ~~below~~ ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed  
 7 ten percent (10%) for Period One of funding for this Agreement.

8 ~~—B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,~~  
 9 ~~ADMINISTRATOR may increase or decrease the Period One and Period Two Maximum Obligations,~~  
 10 ~~provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of~~  
 11 ~~COUNTY as specified in the Referenced Contract Provisions of this Agreement.~~

## XVI. NONDISCRIMINATION

### A. EMPLOYMENT

12  
 13  
 14           1. During the performance of this Agreement, CONTRACTOR shall not unlawfully  
 15 discriminate against any employee or applicant for employment because of his/her ethnic group  
 16 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),  
 17 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant  
 18 that the evaluation and treatment of employees and applicants for employment are free from  
 19 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
 20 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
 21 including apprenticeship. CONTRACTOR shall not discriminate between employees with spouses and  
 22 employees with domestic partners, or discriminate between domestic partners and spouses of those  
 23 employees, in the provision of benefits. There shall be posted in conspicuous places, available to  
 24 employees and applicants for employment, notices from ADMINISTRATOR and/or the United States  
 25 Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity  
 26 clause.  
 27

28           2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 29 shall state that all qualified applicants will receive consideration for employment without regard to  
 30 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 31 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
 32 shall be deemed fulfilled by use of the phrase “an equal opportunity employer.”

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

37 //



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

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

- 12 a. Denying a client or potential client any service, benefit, or accommodation.
- 13 b. Providing any service or benefit to a client which is different or is provided in a  
 14 different manner or at a different time from that provided to other clients.
- 15 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
 16 by others receiving any service or benefit.
- 17 d. Treating a client differently from others in satisfying any admission requirement or  
 18 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
 19 any service or benefit.
- 20 e. Assignment of times or places for the provision of services.

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

- 26 a. In those cases where the client's complaint is filed initially with the OCR, the OCR may  
 27 proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the  
 28 investigation.
- 29 b. Within the time limits procedurally imposed, the complainant shall be notified in  
 30 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file  
 31 an appeal with the OCR.

32 C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of  
 33 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),  
 34 and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), pertaining to the prohibition of  
 35 discrimination against qualified persons with disabilities in all programs or activities, as they exist now  
 36 or may be hereafter amended together with succeeding legislation.

37 #

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

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

9  
10 **XVII. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by Email; or

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

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

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

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

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

32  
33 **XVIII. NOTIFICATION OF DEATH**

34 A. NON-TERMINAL ILLNESS DEATH

35 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon  
36 becoming aware of the death due to non-terminal illness of any person served hereunder; provided,  
37 however, weekends and holidays shall not be included for purposes of computing the time within which

1 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given  
2 during normal business hours.

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

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

8 **B. TERMINAL ILLNESS DEATH**

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

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

18  
19 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

20 **A. ~~NON-TERMINAL ILLNESS DEATH~~**

21 ~~1. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in~~  
22 ~~whole or part by telephone immediately upon becoming aware of the death due to non-terminal illness of~~  
23 ~~any person served hereunder; provided, however, weekends and holidays shall not be~~  
24 ~~included~~ COUNTY, ~~except for purposes of computing those events or meetings that are intended solely to~~  
25 ~~serve clients or occur in the time within which to give telephone notice and, notwithstanding the time~~  
26 ~~limit herein specified, notice need only be given during normal~~ course of business hours.

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

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

32 **B. ~~TERMINAL ILLNESS DEATH~~**

33 ~~1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,~~  
34 ~~or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of~~  
35 ~~any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the~~  
36 ~~deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of~~  
37 ~~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~~ 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 ~~to the death, CONTRACTOR shall immediately notify~~ flyers must be approved by ADMINISTRATOR ~~in accordance with Subparagraph A. above~~ prior to distribution.

**XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

//

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

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

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

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

9           2. Provide auditor or other authorized individuals access to documents via a computer  
10 terminal.

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

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

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

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

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

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

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

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

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

37 #

**XXI. REVENUE**

1  
2 A. FEES – CONTRACTOR shall charge a fee to Participants to whom services are provided  
3 pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system  
4 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,  
5 but it shall not exceed the actual cost of services provided. No person shall be denied services because  
6 of an inability to pay.

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

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

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

**XXII. SEVERABILITY**

18  
19  
20 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
21 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
22 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
23 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
24 in full force and effect, and to that extent the provisions of this Agreement are severable.

**XXIII. SPECIAL PROVISIONS**

25  
26  
27 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
28 purposes:

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

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

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

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

35 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,  
36 unless no non-profit is able and willing to provide such services.

37 #

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

4           7. Supplanting current funding for existing services.

5           8. Fundraising.

6           9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately  
 7 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or  
 8 license and registration fees; payment of local or state personal property taxes (for residential property,  
 9 private automobiles, or any other personal property against which taxes may levied). This restriction  
 10 does not apply to vehicles operated by organizations for program purposes.

11          10. To meet professional licensure or program licensure requirements.

12          11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
 13 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

14          12. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
 15 subcontractors, or members of the Board of Directors or its designee or authorized agent, or making  
 16 salary advances or giving bonuses to CONTRACTOR's staff.

17          13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
 18 services.

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

22          15. Severance pay for separating employees.

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

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

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

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

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

33           4. Payment for grant writing, consultants, certified public accounting, or legal services not  
 34 approved in advance by ADMINISTRATOR.

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

37 #

1 C. To the greatest extent practicable, all equipment and products purchased with funds made  
2 available through this Agreement should be American-made.

#### 4 **XXIV. STATUS OF CONTRACTOR**

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

#### 17 **XXV. TERM**

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

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

#### 27 **XXVI. TERMINATION**

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

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

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

- 36 1. The loss by CONTRACTOR of legal capacity.
- 37 2. Cessation of services.



1 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
2 another entity without the prior written consent of COUNTY.

3 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
4 required pursuant to this Agreement.

5 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
6 Agreement.

7 6. The continued incapacity of any physician or licensed person to perform duties required  
8 pursuant to this Agreement.

9 7. Unethical conduct or malpractice by any physician or licensed person providing services  
10 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
11 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
12 Agreement.

13 D. CONTINGENT FUNDING

14 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

15 a. The continued availability of federal, state and county funds for reimbursement of  
16 COUNTY's expenditures, and

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

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

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

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

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

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

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

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

37 //

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

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

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

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

13  
14 **XXVII. THIRD PARTY BENEFICIARY**

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

17  
18 **XXVIII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 STRAIGHT TALK CLINIC, INC.

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

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

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

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

15  
16  
17  
18  
19 COUNTY OF ORANGE

20  
21  
22 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

23 HEALTH CARE AGENCY

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

29  
30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

32 DEPUTY

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

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 HIV TRANSITIONAL HOUSING SERVICES ~~WITH~~  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 STRAIGHT TALK CLINIC, INC.  
 JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2015

**I. ASSURANCES**

In accordance with funding requirements under Title XXVI of the Public Health Services Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Ryan White Act), CONTRACTOR assures that it will:

A. Provide, to the maximum extent practicable, HIV related health care and support services without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.

B. Provide services in a setting that is accessible to low-income and racial/ethnic minority individuals with HIV disease and their families. Services shall include cultural and language competency to meet the special needs of CONTRACTOR's ~~participants~~ Participants.

C. Permit and cooperate with any official federal or state investigations undertaken regarding programs conducted under the Ryan White Act.

D. Assure that contract funds are used as payor of last resort. Contractor shall not use contract funds to make payments for any item or service to the extent that payment for that item or service has already been made, or can reasonably expect to be made:

- 1. Under any State compensation program, under an insurance policy, or under any federal or state health benefits program; or
- 2. By an entity that provides health services on a prepaid basis; or
- 3. By third party reimbursement.

E. Comply with the funding requirements regarding charges for services:

1. In the case of individuals with an income less than or equal to one hundred percent (100%) of the official federal poverty line, CONTRACTOR will not impose charges on any such individual for the provision of services under the Agreement.

2. In the case of individuals with an income greater than one hundred percent (100%) of the official federal poverty line, CONTRACTOR shall:

- a. Impose charges on such individuals for the provision of such services.
- b. Impose charges according to a schedule of charges that is made available to the public.

//

1 3. In the case of individuals with an income greater than one hundred percent (100%) of the  
2 official federal poverty line and not exceeding two hundred percent (200%) of such poverty line,  
3 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent  
4 (5%) of the annual gross income of the individual involved.

5 4. In the case of individuals with an income greater than two hundred percent (200%) of the  
6 official federal poverty line and not exceeding three hundred percent (300%) of such poverty line,  
7 CONTRACTOR will not, for any calendar year, impose charges in an amount exceeding seven (7%)  
8 percent of the annual gross income of the individual involved.

9 5. In the case of individuals with an income greater than three hundred percent (300%) of the  
10 official federal poverty line, CONTRACTOR will not, for any calendar year, impose charges in an  
11 amount exceeding ten percent (10%) of the annual gross income of the individual involved.

12 F. Notify COUNTY immediately, in writing, if CONTRACTOR or any of its principals is  
13 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from  
14 participation in this transaction by any Federal Department or Agency.

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**II. BUDGET**

A. The following budget, ~~for each period of the Agreement,~~ is set forth for informational purposes only.

**ADMINISTRATIVE COST**

Salaries	\$ <del>20,045</del>	<u>14,569</u>
Benefits	<del>3,011</del>	<u>2,986</u>
Services and Supplies	<del>653</del>	<u>1,096</u>
<del>Subcontractor Cost</del>	<del>—</del>	<u>221</u>

SUBTOTAL ADMINISTRATIVE COST \$ ~~23,930~~ 18,651

**PROGRAM COST**

Salaries	\$ <del>104,634</del>	<u>115,340</u>
Benefits	<del>22,182</del>	<u>21,252</u>
Services and Supplies	<del>46,147</del>	<u>53,142</u>
<del>Subcontractor Cost</del>	<del>—</del>	<u>1,991</u>

SUBTOTAL PROGRAM COST \$ ~~174,955~~ 189,734

GROSS COST \$ ~~198,885~~ 208,385

**REVENUE**

Resident Fees	\$ <del>64,200</del>	<u>4,200</u>
<u>Donations</u>		<u>500</u>

TOTAL REVENUE \$ ~~6,200~~ 4,700

MAXIMUM OBLIGATION \$ ~~192,203~~ 203,685

B. Any increases and decreases in budget must be approved, in advance and in writing, by ADMINISTRATOR.

C. 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

1 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification  
 2 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of  
 3 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing  
 4 Modification Request(s) may result in disallowance of those costs.

5 1. CONTRACTOR's administrative costs cannot exceed ten percent (10%) of total costs for  
 6 each service.

7 2. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the  
 8 percent of expected contracted costs at that point in the contract period. If CONTRACTOR's actual  
 9 costs deviate ten percent (10%) , either above or below the target, ADMINISTRATOR may request a  
 10 written justification and a CAP or request for budget revision.

11 3. In the event CONTRACTOR's costs are ten percent (10%) or more below the percent of  
 12 expected contacted costs; and CONTRACTOR fails to submit a plan within the time period specified by  
 13 ADMINISTRATOR. ADMINISTRATOR may reduce the Maximum Obligation ~~for the Period~~ as set  
 14 forth in the Referenced Contract Provisions of the Agreement. ADMINISTRATOR shall notify  
 15 CONTRACTOR in writing of such reduction.

#### 16 D. CFDA INFORMATION

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

19  
 20 ~~CFDA Year: 2012~~

21 CFDA No.: 14.241

22 Program Title: Housing Opportunities for Persons With AIDS (indirect)

23 Federal Agency: Department of Housing and Urban Development

24 Award Name: Cooperative Agreement between County of Orange and City of Santa Ana

25  
 26 ~~CFDA Year: 2012~~

27 CFDA No.: 93.914

28 Program Title: HIV Emergency Relief Project Grants (B)

29 Federal Agency: Department of Health and Human Services

30 Award Name: HIV Emergency Relief Project Grants (B) (Ryan White Part A)

31  
 32 2. CONTRACTOR may be required to have an audit conducted in accordance with federal  
 33 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal  
 34 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

37 //

**III. PAYMENTS**

A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations. Non-compliance will require the completion of ~~CAP~~CAPs by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the State, County or OCPD, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services.

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

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

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

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

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

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

H. In conjunction with Subparagraph III.A. of this Exhibit A to the Agreement, units of service shall not be entered in the COUNTY IRIS system for services not rendered. If information has been entered, corrections will be made within ten (10) business days from notification of ADMINISTRATOR.

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**IV. RECORDS**

A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the COUNTY Guidelines on each individual Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be limited to an admission record which shall include documentation that transitional housing is appropriate for the Participant.

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

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

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

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

**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 billing described in the Payments Paragraph in this Exhibit A. These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th) business day of the month following the report month.

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

**B. FISCAL**

1. CONTRACTOR shall submit a monthly expenditure/revenue report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, in conjunction with the billing described in the Payments Paragraph in this Exhibit A. These monthly expenditure/revenue reports should be received by ADMINISTRATOR no later than the fifteenth (15th) calendar day of the month following the report month.

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

**VI. SERVICES**

A. FACILITY - CONTRACTOR shall provide HIV Transitional Housing Services ~~described herein at 808 La Vergn Way, Santa Ana, California 92703~~ the following location, or at any other location approved, in writing, by ADMINISTRATOR.

808 La Vergn Way  
Santa Ana, CA 92703

1. The facility shall include the following:

a. Safe sleeping quarters, a separate bed for each Participant and a lounge area for all Participants.

b. No more than ~~six (6)~~ seven (7) Participants are housed in the facility at one time, unless approved by ADMINISTRATOR, and the facility is maintained in a decent, safe, and sanitary condition.

c. There will be no more than two (2) persons of the same gender sharing a single bedroom within the facility at any time unless approved by ADMINISTRATOR.

2. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year. 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 limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

1 B. PERSONS TO BE SERVED

2 1. CONTRACTOR shall serve adults, ages eighteen (18) years of age and older, who have a  
3 history of substance use disorder and are living with HIV ~~disease.~~

4 ~~2~~ 2. Participants shall be eligible for one (1) admission per year and have no more than  
5 three (3) total admissions over a five (5) year period, unless exception is granted by  
6 ADMINISTRATOR. If a Participant has completed residential treatment within the last six (6) months,  
7 they may be admitted irrespective of their previous admissions.

8 3. CONTRACTOR shall admit all persons referred by ADMINISTRATOR, twenty-four (24)  
9 hours per day, seven (7) days per week. ADMINISTRATOR shall provide one (1) day's notice to  
10 CONTRACTOR when any Participant is not eligible for the services described herein.

11 34. Participants mean persons who have ~~an alcohol and/or other drug problem~~ a substance use  
12 ~~disorder~~ and who are HIV positive, for whom a COUNTY approved intake and admission for  
13 transitional housing as appropriate have been completed pursuant to the agreement.

14 45. All Participants shall be referred by ADMINISTRATOR ~~or by a COUNTY contracted or~~  
15 ~~operated provider/clinic.~~

16 C. UNITS OF SERVICE

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

21 2. CONTRACTOR should provide ~~one~~two thousand ~~eight~~one hundred seventy-two  
22 ~~(1,872)~~seven 2,177 Units of Service.

23 3. CONTRACTOR should include participation by a minimum of eighteen (18) Participants  
24 during any single period of the Agreement.

25 4. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to adjust the  
26 Units of Service set forth in Subparagraphs VI.C.2. and VI.C.3. above.

27 D. TRANSITIONAL HOUSING SERVICES - CONTRACTOR shall provide a ~~six~~(~~6~~seven (7)  
28 bed, four (4) month alcohol and drug-free housing and other services within the specifications stated,  
29 unless otherwise authorized by ADMINISTRATOR. Such services shall include, but not be limited to,  
30 the following:

31 1. An alcohol and drug-free, supervised, twenty-four (24) hour living environment for  
32 Participants who are currently participating in treatment at a COUNTY-contracted Narcotic  
33 Replacement Treatment program or other ~~County~~COUNTY operated or contracted Substance Use  
34 Disorder Outpatient Clinics or Mental Health program and who have no available housing. Although  
35 CONTRACTOR provides no direct counseling or treatment services to Participant, CONTRACTOR  
36 shall encourage and provide structured daily activities; such as health and fitness recreation, providing  
37 Participant responsibility for daily household duties, including food preparation, house cleaning, and

1 basic household operations. In addition, CONTRACTOR shall encourage Participant to live productive,  
 2 ~~drug~~ substance-free lives, which may include working, going to school, attending appropriate twelve-step  
 3 program meetings, other support groups such as HIV, Hepatitis C, Co-Occurring Disorders, or  
 4 volunteering in the community.

5 2. House Rules for standards of conduct for all Participants shall be established which shall  
 6 include mandatory participation in a COUNTY-operated or COUNTY-contracted outpatient treatment  
 7 program requiring at least three (3) sessions per month. Proof of participation shall be documented in  
 8 Participant files. CONTRACTOR shall immediately help the ~~participant~~ Participant to enroll in another  
 9 treatment program or arrange discharge of any Participant who was discharged from outpatient treatment  
 10 as appropriate. CONTRACTOR has authority to discharge any Participant who violates house rules.  
 11 Said House Rules shall be enforced by CONTRACTOR's House Manager, other paid staff, intern(s) or  
 12 volunteer(s), as designated by CONTRACTOR's Executive Director.

13 3. Provision of three (3) meals per day. Such meals shall be nutritious and appropriate to the  
 14 health needs of the Participant.

15 4. Provision of laundry facilities at no cost to the Participant.

16 5. Provision of toiletry articles appropriate to the health and grooming needs of the Participant.

17 6. Provision of information regarding public transportation, which shall include bus schedules;  
 18 ~~so that Participant may participate in substance use disorder treatment programs.~~ CONTRACTOR shall  
 19 provide Participant with information on how to obtain a bus pass.

20 7. PARTICIPANT SUPERVISION

21 a. CONTRACTOR shall provide ~~on-site~~ onsite supervision of all Participant activities  
 22 twenty-four (24) hours per day, seven (7) days a week by paid program staff. "Awake" supervision is  
 23 required for sixteen (16) hours of every twenty-four (24) hour day. CONTRACTOR shall ensure that  
 24 the house is maintained in an orderly manner.

25 b. A house log shall be maintained on each shift and supervised by a designated program  
 26 staff person. Information to be documented in the house log shall include but not be limited to:

27 1) Date, time, signature and title of person making all entries in the house log.

28 2) Staff and shift changes which occur at the facility.

29 3) Participant name, signature, date, and time when leaving the program site and  
 30 estimated time of return. Participants returning to the program site shall sign in.

31 4) Special incidents as defined in Subparagraph XVII.C. of the Agreement.

32 8. Encouragement of Participant to:

33 a. Take increasing responsibility for treatment goals established by the individual  
 34 Participant in conjunction with outpatient treatment staff.

35 b. Increase their use of support systems in the community.

36 c. Use leisure time in a constructive manner by supplying Participant with recreational  
 37 equipment opportunities, vocational materials, and educational materials, ~~and fitness equipment.~~

d. Maintain adequate grooming.

9. Assisting Participant in learning social skills, such as appropriate communication with others.

10. Securing and administration of prescribed medication(s).

E. GATEKEEPER - CONTRACTOR shall coordinate case management through consultation with the COUNTY's Gatekeeper assigned to this program. The Gatekeeper will be designated by the COUNTY ADAS Adult & Older Adult Services ADMINISTRATOR and will have official clinical liaison with CONTRACTOR for this program. All persons admitted by CONTRACTOR to become Participant shall be pre-approved by the Gatekeeper. CONTRACTOR shall verify and provide evidence of HIV seropositivity of Participants prior to admission to the Gatekeeper.

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

G. CONTRACTOR shall not allow any Participant to remain more than four (4) months in CONTRACTOR's facility without prior written approval of ADMINISTRATOR.

H. HEALTH AND MEDICAL SERVICES

1. CONTRACTOR shall ensure that procedures are established and used in the event a Participant becomes ill and requires medical transportation and/or medical treatment.

2. Medical case management shall be provided by COUNTY public health services.

3. CONTRACTOR shall ensure that all Participants have received a TB test. If TB symptoms are evident at the time of the screening interview, Participants shall be cleared prior to admission.

I. EMERGENCY MEDICAL TRANSPORTATION SERVICE

1. Emergency Medical Transportation – COUNTY shall only pay for emergency medical ambulance or medical van transportation to and from designated Transitional Housing Substance Use Disorder treatment programs or health facilities through the COUNTY's Medical Transportation Agreement under the following conditions:

a. Ambulance transportation shall be used for services requiring immediate attention for a Participant due to any sudden or serious illness or injury requiring immediate medical attention, where delay in providing such services may aggravate the medical condition or cause the loss of life.

b. When any Participant needs non-emergency transportation as identified in Subparagraph 2. below, and CONTRACTOR cannot transport Participant due to unforeseen circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a timely manner or Participant's physical condition and/or limitations.

1 c. CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation Call Log to  
2 request transportation services from Ambulance Providers designated for transportation within the city  
3 of the CONTRACTOR's facility for each said month as identified on the log.

4 d. CONTRACTOR shall use its best efforts to contact Ambulance Providers identified on  
5 the Monthly Rotation Call Log as those providers who offer van transportation services if and when an  
6 emergency situation occurs and an ambulance is not required.

7 e. CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for  
8 services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service  
9 in Subparagraph VI of this Exhibit A to the Agreement by the COUNTY.

10 2. Non-Emergency Transportation – CONTRACTOR shall transport Participant, either in  
11 CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or  
12 important to the Participant's recovery plan including, but not limited to, Social Security Administration  
13 offices for SSI benefits and for non-emergency medical or mental health services not identified in  
14 Subparagraph 1., that require treatment at a physician office, urgent care, or emergency room when an  
15 ambulance provider is not necessary or required for transportation based on the level of severity and/or  
16 services required by the Participant.

17 J. SUBSTANCE USE SCREENING

18 1. CONTRACTOR shall have a written policy and procedure statement regarding alcohol and  
19 drug screening that includes random drug and/or alcohol testing a minimum of two times a month for all  
20 ~~participants~~ Participants. All urine specimen collection shall be observed by same sex staff. The policy  
21 shall be approved by Administrator. The program shall:

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

24 b. Document results of the drug screening in the Participant's files.

25 2. In the event CONTRACTOR wishes to utilize COUNTY-contracted laboratory for drug  
26 screening purposes, CONTRACTOR shall collect samples from Participant with approval of COUNTY.

27 3. Such testing shall be provided at COUNTY's expense. CONTRACTOR shall label and  
28 deliver samples to COUNTY's Substance Use Disorder Treatment Services program site(s) specified by  
29 ADMINISTRATOR or mail samples to a licensed laboratory, which address shall be provided by  
30 ADMINISTRATOR.

31 4. In the event that any Participant of CONTRACTOR receives a Drug Screening test result  
32 indicating any substance use, CONTRACTOR shall formulate and implement a plan of corrective action  
33 which shall be documented in the Participant's record, and shall notify COUNTY of such action within  
34 two (2) business days of receipt of such test results if the Participant is allowed to remain in the program.

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1 K. PERFORMANCE OUTCOMES

2 1. CONTRACTOR shall be required to achieve performance objectives, tracking and reporting  
3 Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.  
4 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the  
5 objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR  
6 and ADMINISTRATOR.

7 2. Substance Use Disorder Treatment Performance Outcome Objectives:

8 a. Objective 1: CONTRACTOR shall ensure Participant is linked to appropriate services  
9 providing medical care for HIV infection and treatment of substance use disorder. Linkage Rates shall  
10 be calculated by dividing the number of successful links of a Participate by the number of links the  
11 CONTRACTOR has determined are appropriate for that Participant.

12 b. Objective 2: CONTRACTOR shall assist Participant in obtaining permanent housing.  
13 Housing Rates shall be calculated by dividing the number of Participants successfully transitioning to  
14 permanent housing by the number of Participants leaving the program during the evaluation period.

15 L. MEETINGS – CONTRACTOR’s Executive Director or designee shall participate, when  
16 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to  
17 the Agreement.

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

23 N. NON-SMOKING POLICY - CONTRACTOR shall establish a written non-smoking policy,  
24 which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only  
25 areas where smoking is permitted. At a minimum, the non-smoking policy shall specify the facility is  
26 “smoke-free” and designated smoking areas outside the facility.

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

- 30 1. Sign in logs;
- 31 2. Visitation hours; and
- 32 3. Designated visiting areas at the facility.

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

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

Q. GOOD NEIGHBOR POLICY- CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact information available to neighboring residents, and complaint procedures.

**VII. STAFFING**

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

<del>ADMINISTRATIVE</del> <u>DIRECT ADMINISTRATION</u> STAFF	<u>FTEs</u>
<del>— Administrator</del> <u>Executive Director</u>	<del>0.18</del> <u>0.06</u>
Financial Controller	<u>0.11</u>
<del>ADMINISTRATIVE</del> <u>DIRECT ADMINISTRATION</u> SUBTOTAL	<del>0.29</del> <u>0.17</u>
 <u>PROGRAM ADMINISTRATION</u>	
<u>Executive Director</u>	<u>0.03</u>
<u>PROGRAM ADMINISTRATION SUBOTOTAL</u>	<u>0.03</u>
 <u>DIRECT PROGRAM STAFF</u>	
<u>Executive Director</u>	<u>0.09</u>
Program Coordinator	1.00
<del>— Recovery Program Aide</del>	<del>2.05</del>
Assistant Coordinator	0.88
<del>— Floater Staff</del>	<del>0.36</del> <u>2.46</u>
<u>Recovery Program Aide</u>	<u>2.46</u>
<u>DIRECT PROGRAM SUBTOTAL</u>	<del>4.29</del> <u>4.43</u>
 TOTAL FTEs	 <del>4.58</del> <u>6.3</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 efforts to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation 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

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

3 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 4 staffing set forth in Subparagraph VII.A., above.

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

14 F. CONTRACTOR shall provide pre-employment screening of any staff person providing any  
 15 service pursuant to the Agreement. ~~All staff shall pass an Orange County criminal justice background  
 16 check conducted by the OCPD on a yearly basis. Program directors, managers and other supervisory  
 17 staff will be requested to voluntarily submit to a more extensive background check including “live scan”  
 18 fingerprinting.~~ All new staff, volunteers, and interns, shall pass a one-time “live scan” finger printing  
 19 background check. ADMINISTRATOR may change this approval mechanism at their discretion. The  
 20 results of the fingerprint checks will be sent directly from the Department of Justice to the OCPD.

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

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

24 b. No person shall have been convicted of an arson offense – Violation of PC, Sections  
 25 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

26 c. No person shall have been convicted of any violent felony as defined in PC, Section  
 27 667.5, which involve doing bodily harm to another person, for which the staff member was convicted  
 28 within five (5) years prior to employment;

29 d. No person shall be on parole or formal probation;

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

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

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

1           3. All program staff having direct contact with Participants shall, within the first (1<sup>st</sup>) year of  
2 employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize  
3 physical and psychiatric systems that require appropriate referrals to other agencies. CONTRACTOR  
4 shall develop a written plan and provide ongoing training on topics related to ~~alcohol and drug~~ substance  
5 use disorders and/or STI's on an annual basis. All staff training shall be documented and maintained as  
6 part of the training plan.

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

16           H. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for  
17 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

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