

1 AGREEMENT FOR PROVISION OF  
2 ~~SUBSTANCE USE DISORDER TREATMENT~~  
3 AB 109 OUTPATIENT AND RESIDENTIAL SERVICES

4 BETWEEN  
5 COUNTY OF ORANGE

6 AND

7 «UC\_NAME»

8 ~~DECEMBER 19, 2011~~ JULY 1, 2013 THROUGH JUNE 30, ~~2013~~ 2015

9  
10 THIS AGREEMENT entered into this ~~19th~~ 1st day of ~~December 2011~~ July 2013, which date is  
11 enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY)  
12 and «UC\_NAME»; a California «CORP\_STATUS» ~~(C~~(CONTRACTOR). This Agreement shall be  
13 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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

16  
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
18 ~~Substance Use Disorder Treatment~~ AB 109 Outpatient and Residential Services described herein to the  
19 residents of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** ~~December 19, 2011~~ July 1, 2013 through June 30, ~~2013~~ 2015

Period One means the period from ~~December 19, 2011~~ July 1, 2013 through June 30, ~~2012~~ 2014

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

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation:	\$ <del>1,500,000</del> 2,282,700
Period Two Aggregate Maximum Obligation:	<del>1,875,000</del> 2,282,700
<b>TOTAL AGGREGATE MAXIMUM OBLIGATION:</b>	<b>\$<del>3,375,000</del> 4,565,400</b>

**Basis for Reimbursement:** Fee for Service

**Payment Method:** Fee for Service

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: ~~«CONTACT»~~  
~~«UC\_NAME»~~ ~~«LC\_NAME»~~  
~~«ADDRESS»~~  
~~«CITY\_STATE\_ZIP»~~  
~~«CONTACT\_EMAIL»~~

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

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

I. ~~ACRONYMS~~ ACRONYMS

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

- A. AB 109 Assembly Bill 109
- B. ADAS Alcohol and Drug Abuse Services
- C. ADP Alcohol and Drug Program
- D. ARRA American Recovery and Reinvestment Act
- E. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria
- F. ASI Addiction Severity Index
- G. ~~B.~~ ASRS Alcohol and Drug Programs Reporting System
- H. CalOMS California Outcomes Measurement System
- I. CAP Corrective Action Plan
- J. ~~C.~~ CCC California Civil Code
- K. ~~D.~~ CCR California Code of Regulations
- L. CEO County Executive Office
- M. CESI Client Evaluation of Self at Intake
- N. CEST Client Evaluation of Self and Treatment
- O. ~~E.~~ CFR Code of Federal Regulations
- P. ~~F.~~ CHPP COUNTY HIPAA Policies and Procedures
- Q. CHS ~~G.~~ CMS Correctional ~~Medical~~ Health Services
- R. COI Certificate of Insurance
- S. DATAR Drug Abuse Treatment Access Report
- T. ~~H.~~ D/MC Drug/Medi-Cal
- U. DHCS ~~I.~~ DMH Department of ~~Mental~~ Health Care Services
- V. ~~J.~~ DPFS Drug Program Fiscal Systems
- W. ~~K.~~ DRS Designated Record Set
- X. ePHI Electronic Protected Health Information
- Y. GAAP Generally Accepted Accounting Principles
- Z. ~~L.~~ HCA Health Care Agency
- AA. ~~M.~~ HHS Health and Human Services
- AB. ~~N.~~ HIPAA Health Insurance Portability and Accountability Act of 1996,  
Public Law 104-191
- AC. HIV Human Immunodeficiency Virus
- AD. ~~O.~~ HSC California Health and Safety Code
- AE. ~~P.~~ IRIS Integrated Records and Information System
- AF. ISO Insurance Services Office

- 1 AG. MHP Mental Health Plan
- 2 ~~Q.~~ AH. NIATx Network for Improvement of Addiction Treatment model
- 3 AI. OCJS Orange County Jail System
- 4 AJ. ~~R.~~ OCPD Orange County Probation Department
- 5 AK. OCR Office for Civil Rights
- 6 AL. ~~S.~~ OCSD Orange County Sheriff's Department
- 7 AM. ~~T. Office~~ Office for Civil Rights
- 8 ~~U.~~ OIG Office of Inspector General
- 9 AN. ~~V.~~ OMB Office of Management and Budget
- 10 AO. ~~W.~~ OPM Federal Office of Personnel Management
- 11 AP. PA DSS ~~X.~~ PADSS Payment Application Data Security Standard
- 12 ~~Y.~~ AQ. PC State of California Penal Code
- 13 AR. ~~Z.~~ PCI DSS Payment Card Industry Data Security Standard
- 14 ~~AA.~~ AS. PCS Post Release Community Supervision Participant
- 15 AT. PHI Protected Health Information
- 16 ~~ABAU.~~ PII Personally Identifiable Information
- 17 AV. ~~AC.~~ PRA Public Record Act
- 18 AW. SIR Self-Insured Retention
- 19 AX. SRP Supervised Release Participant
- 20 AY. TB Tuberculosis
- 21 AZ. The HITECH Act The Health Information Technology for Economic and Clinical Health
- 22 Act, Public Law 111-005
- 23 BA. ~~AD.~~ USC United States Code
- 24 ~~AE.~~ BB. WIC State of California Welfare and Institutions Code

25 #

26 **II. ALTERATION OF TERMS**

27 A. This Agreement, together with Exhibits A, B, C, and D attached hereto and incorporated herein  
 28 ~~by reference~~, fully expresses ~~all~~ the complete understanding of COUNTY and CONTRACTOR with  
 29 respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the~~  
 30 ~~parties for these purposes. No~~.

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

35

36 **III. ~~ASSIGNMENT OF DEBTS~~ ASSIGNMENT OF DEBTS**

37 Unless this Agreement is followed without interruption by another Agreement between the parties

1 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
 2 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
 3 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by  
 4 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the  
 5 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
 6 said persons, shall be immediately given to COUNTY.

#### 7 8 **IV. COMPLIANCE ~~COMPLIANCE~~**

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

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

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

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

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

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

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

36 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's~~  
 37 CONTRACTOR Compliance Program ~~is adequately documented.~~ and Code of Conduct contains all

1 required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked  
 2 to acknowledge and agree to the ADMINISTRATOR's HCA's Compliance Program, and Code of  
 3 Conduct if the ADMINISTRATOR's CONTRACTOR's Compliance Program is and Code of Conduct  
 4 does not adequately documented contain all required elements.

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

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

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

22 ~~1.~~ 1. Covered Individuals includes all contractors, subcontractors, agents, and other  
 23 persons who provide health care items or services or who perform billing or coding functions on behalf  
 24 of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
 25 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
 26 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
 27 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
 28 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
 29 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
 30 procedures.

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

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

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

37 ~~23.~~ CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.



1 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
2 Agreement.

3 ~~34~~ 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors  
4 semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also  
5 request that its subcontractors use their best efforts to verify that they are eligible to participate in all  
6 federal and State of California health programs and have not been excluded or debarred from  
7 participation in any federal or state health care programs, and to further represent to CONTRACTOR  
8 that they do not have any Ineligible Person in their employ or under contract.

9 ~~45~~ 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
10 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
11 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered  
12 Individual providing services directly relative to this Agreement becomes debarred, excluded or  
13 otherwise becomes an Ineligible Person.

14 ~~56~~ 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal  
15 and state funded health care services by contract with COUNTY in the event that they are currently  
16 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
17 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
18 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
19 business operations related to this Agreement.

20 ~~67~~ 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
21 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
22 Such individual or entity shall be immediately removed from participating in any activity associated  
23 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
24 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall  
25 promptly return any overpayments within forty-five (45) business days after the overpayment is verified  
26 by the ADMINISTRATOR.

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

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

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

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

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

37 4. Each Covered Individual attending training shall certify, in writing, attendance at

1 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
2 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

5 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
6 ADMINISTRATOR's Code of Conduct.~~

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

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

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

13 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
14 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes  
15 which accurately describes the services provided and must ensure that compliance with all Covered  
16 Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct billing  
17 and documentation requirements.

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

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

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

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

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

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

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

37 ~~8. Failure of CONTRACTOR to timely submit the acknowledgement of~~

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

4  
5 **V. ~~CONFIDENTIALITY~~CONFIDENTIALITY**

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

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

17  
18 **VI. ~~COST REPORT~~COST REPORT**

19 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a  
20 portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which  
21 they are prepared or termination of this Agreement.

22 CONTRACTOR shall prepare the Cost ~~Reports~~Report in accordance with all applicable federal, state  
23 and ~~county~~COUNTY requirements, GAAP and ~~generally accepted accounting principles~~the Special  
24 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and  
25 between programs, cost centers, services, and funding sources in accordance with such requirements and  
26 consistent with prudent business practice, which costs and allocations shall be supported by source  
27 documentation maintained by CONTRACTOR; and available at any time to ADMINISTRATOR upon  
28 reasonable notice.

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

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

37 #

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

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

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

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

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

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

35 E. If the Cost Report ~~for each period~~ indicates the actual and reimbursable costs of services  
36 provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the  
37 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the

1 difference, provided such payment does not exceed the Maximum Obligation of COUNTY ~~for the~~  
2 ~~period.~~

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

5 //

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

14  
15 Signed \_\_\_\_\_  
16 Name \_\_\_\_\_  
17 Title \_\_\_\_\_  
18 Date \_\_\_\_\_ "

19  
20 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS** **DELEGATION, ASSIGNMENT,**  
21 **AND SUBCONTRACTS**

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

27 ~~B. ; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement~~  
28 ~~may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in~~  
29 ~~writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or~~  
30 ~~activity under subcontract, and include any provisions that ADMINISTRATOR may require.~~  
31 ~~ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice~~  
32 ~~to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions~~  
33 ~~that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of~~  
34 ~~CONTRACTOR to COUNTY pursuant to this Agreement.~~ CONTRACTOR may not assign the rights  
35 hereunder, either in whole or in part, without the prior written ~~consent of COUNTY.~~  
36 ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for~~  
37 ~~subcontracts not approved in accordance with this paragraph~~ consent of COUNTY.



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

8 ~~C. For CONTRACTORS which are~~ 2. If CONTRACTOR is a for-profit  
 9 ~~organizations~~ organization, any change in the business structure, including but not limited to, the sale or  
 10 transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another  
 11 corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or  
 12 more of ~~CONTRACTOR's directors~~ Board of Directors of CONTRACTOR at one time shall be deemed  
 13 an assignment pursuant to this ~~paragraph.~~ Paragraph. Any attempted assignment or delegation in  
 14 derogation of this ~~paragraph.~~ Subparagraph shall be void.

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

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

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

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

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

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

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

1 provided by consultants.

2  
3 **VIII. ~~EMPLOYEE ELIGIBILITY VERIFICATION~~ EMPLOYEE ELIGIBILITY**  
4 **VERIFICATION**

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

15  
16 **IX. ~~EQUIPMENT~~ EQUIPMENT**

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

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

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

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

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

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

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

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

19 //

20 **X. ~~FACILITIES, PAYMENTS AND SERVICES~~ FACILITIES, PAYMENTS AND SERVICES**

21 ~~— A.~~ A. CONTRACTOR agrees to provide the services, staffing, facilities, ~~any equipment~~ and  
 22 supplies, ~~and reports~~ in accordance with Exhibits A, B, C, and D to this Agreement. COUNTY shall  
 23 compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously  
 24 throughout the term of this Agreement with at least the minimum number and type of staff which meet  
 25 applicable federal and state requirements, and which are necessary for the provision of the services  
 26 hereunder.

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

31  
 32 **XI. ~~INDEMNIFICATION AND INSURANCE~~ INDEMNIFICATION AND INSURANCE**

33 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 34 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 35 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
 36 ~~(“COUNTY INDEMNITEES”)~~ harmless from any claims, demands or liability of any kind or nature,  
 37 including but not limited to personal injury or property damage, arising from or related to the services,



1 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
2 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
3 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
4 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request  
5 a jury apportionment.

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

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

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

19 E. QUALIFIED INSURER

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

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

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

31 //  
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36 //  
37 //

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

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

**G. REQUIRED COVERAGE FORMS**

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

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

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

~~1. "The~~

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.

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

//

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

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

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

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

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

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

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

21  
22 **XII. INSPECTIONS AND AUDITS**

23 **. INSPECTIONS AND AUDITS**

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

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

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

3 D. **AUDIT RESPONSE**

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

10 ~~2. If the audit reveals that money is payable from one party to the other, that is, reimbursement~~  
11 ~~by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said~~  
12 ~~funds shall be due and payable from one party to the other within sixty (60) fourteen (14) calendar days of~~  
13 ~~receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such~~  
14 ~~reimbursement is. Such audit shall include, but not received within said sixty (60) calendar days,~~  
15 ~~COUNTY may, in addition to any other remedies provided by law, reduce be limited to, management,~~  
16 ~~financial, programmatic or any amount owed CONTRACTOR by an amount other type of audit of~~  
17 ~~CONTRACTOR's operations, whether or not to exceed the reimbursement due COUNTY the cost of~~  
18 ~~such operation or audit is reimbursed in whole or in part through this Agreement.~~

20 **XIII. LICENSES AND LAWS LICENSES AND LAWS**

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

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

32 ~~1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide~~  
33 ~~Manual.~~

34 ~~2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug~~  
35 ~~Program Certification Standards, March 2004.~~

36 ~~3. HSC, Divisions 10.5 and 10.6.~~

37 ~~4. HSC, §§11758.40 through 11758.47.~~

- 1 ~~5. HSC, §§11839 through 11839.22~~
- 2 ~~6. HSC, §11864.~~
- 3 ~~7. HSC, §11876(a).~~
- 4 ~~8. HSC, §§123110 through 123149.5.~~
- 5 ~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.~~
- 6 ~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.~~
- 7 ~~11. 41 CFR, Public Contracts and Property Management.~~
- 8 ~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
- 9 ~~13. 45 CFR 93, New Restrictions on Lobbying.~~
- 10 ~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis."~~
- 11 ~~15. 45 CFR 96.132(e), Additional Agreements.~~
- 12 ~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
- 13 ~~17. 45 CFR 160, General Administrative Requirements.~~
- 14 ~~18. 45 CFR 162, Administrative Requirements.~~
- 15 ~~19. 45 CFR 164, Security And Privacy.~~
- 16 ~~20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~
- 17 ~~21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to~~
- 18 ~~influence certain federal contracting and financial transactions.~~
- 19 ~~22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.~~
- 20 ~~23. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
- 21 ~~Health Services Administration.~~
- 22 ~~24. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd 2, Confidentiality of Records.~~
- 23 ~~25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health~~
- 24 ~~services facilities and organizations.~~
- 25 ~~26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative~~
- 26 ~~Simplification.~~
- 27 ~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on~~
- 28 ~~Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~
- 29 ~~28. 42 USC 6101, Age Discrimination Act of 1975.~~
- 30 ~~29. 42 USC 2000d, Civil Rights.~~
- 31 ~~30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse~~
- 32 ~~prevention and treatment block grants and/or projects for assistance in transition from homelessness~~
- 33 ~~grants."~~
- 34 ~~31. 8 USC, 1324, Immigration Reform & Control Act, 1986.~~
- 35 ~~32. CCC §§56 through 56.37, Confidentiality of Medical Information.~~
- 36 ~~33. CCC §§1798.80 through 1798.82, Customer Records.~~
- 37 ~~34. CCC §1798.85, Confidentiality of Social Security Number.~~



- ~~1 35. CCR, Title 9, Division 4; and Title 22.~~
- ~~2 36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.~~
- ~~3 37. U.S. Department of Health and Human Services Grants Policy Statement.~~
- ~~4 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol~~
- ~~5 ~~and Drug Programs, 2003.~~~~
- ~~6 39. State of California, Department of Social Services, Community Care Licensing Division~~
- ~~7 requirements for Group Homes.~~
- ~~8 40. State of California, Assembly Bill 109.~~

~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- 12 a. In the case of an individual contractor, his/her name, date of birth, social security  
13 number, and residence address;
- 14 b. In the case of a contractor doing business in a form other than as an individual, the  
15 name, date of birth, social security number, and residence address of each individual who owns an  
16 interest of ten percent (10%) or more in the contracting entity;
- 17 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
18 state reporting requirements regarding its employees;
- 19 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
20 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

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

- 33 1. ARRA of 2009.
- 34 2. State of California, Department of Social Services, Community Care Licensing Division  
35 requirements for Group Homes.
- 36 3. 42 USC §§ 3601-3619, the Fair Housing Act.
- 37 4. U.S. Department of Housing and Urban Development.

1  
2 **XIV. ~~LITERATURE AND ADVERTISEMENTS~~ LITERATURE, ADVERTISEMENTS, AND**  
3 **SOCIAL MEDIA**

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

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

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

17 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
18 available social media sites) in support of the services described within this Agreement,  
19 CONTRACTOR shall develop social media policies and procedures and have them available to  
20 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
21 forms of social media used to either directly or indirectly support the services described within this  
22 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
23 they pertain to any social media developed in support of the services described within this Agreement.  
24 CONTRACTOR shall also include any required funding statement information on social media when  
25 required by ADMINISTRATOR.

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

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

31  
32 **XV. MAXIMUM OBLIGATION**

33 A. The Aggregate Maximum Obligation ~~— A. — The Total Aggregate Maximum Obligations~~  
34 of COUNTY for services provided in accordance with ~~this Agreement and the separate Aggregate~~  
35 ~~Maximum Obligations for~~ all agreements for AB 109 Outpatient and Residential Services during Period  
36 One and Period Two are as specified in the Referenced Contract Provisions of this Agreement, ~~except as~~  
37 ~~allowed for in subparagraphs B. and C. below.~~ This specific Agreement with CONTRACTOR is only



1 one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is  
 2 understood by the parties that reimbursement to CONTRACTOR will be only a fraction of these  
 3 Aggregate Maximum Obligations.

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

## 10 **XVI. ~~NONDISCRIMINATION~~NONDISCRIMINATION**

### 11 **A. EMPLOYMENT**

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

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

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

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

32 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 33 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
 34 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
 35 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.  
 36 Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity~~  
 37 ~~employer."~~ term EOE.

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

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

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

a1. Denying a client participant or potential client participant any service, benefit, or accommodation.

b2. Providing any service or benefit to a client participant which is different or is provided in a different manner or at a different time from that provided to other clients participants.

c3. Restricting a client participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

d4. Treating a client participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

e5. Assignment of times or places for the provision of services.

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

1. ~~Office~~ ~~CONTRACTOR's statement~~ — Whenever possible, problems shall ~~advise clients~~ be resolved informally and at the point of the following: service. CONTRACTOR shall establish an internal informal problem resolution process for participants not able to resolve such problems at the point of service. Participants may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

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

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

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

~~D//~~

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

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

**XVII. ~~NOTICES~~ NOTICES**

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

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
2. When faxed, transmission confirmed;
3. When sent by ~~electronic mail~~ Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

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

7 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~  
8 ~~paragraph of this Agreement.~~

9  
10 **XVIII. NOTIFICATION OF DEATH**

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

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

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

17 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
18 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
19 served ~~hereunder or served within the previous twelve (12) months~~ pursuant to this Agreement; provided,  
20 however, weekends and holidays shall not be included for purposes of computing the time within which  
21 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given  
22 during normal business hours.

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

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

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

32 ~~B. TERMINAL ILLNESS DEATH~~

33 ~~1. CONTRACTOR shall notify ADMINISTRATOR by written report~~ faxed, hand delivered,  
34 faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours  
35 of becoming aware of the death due to terminal illness of any person served ~~hereunder or served within~~  
36 ~~the previous twelve (12) months. The Notification of Terminal Illness Death shall contain the name of~~  
37 ~~the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of~~

1 ~~CONTRACTOR's officers or employees with knowledge of the incident~~ pursuant to this Agreement.

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

6  
7 **XIX. RECORDS MANAGEMENT AND MAINTENANCE** **NOTIFICATION OF PUBLIC**  
8 **EVENTS AND MEETINGS**

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

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

16  
17 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

23 ~~B. 2. State of California, Department of ASRS manual.~~

24 ~~3. State of California, DPFS manual.~~

25 ~~4. State of California, Health and Safety Code §123145.~~

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

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

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

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

37 ~~EC.~~ CONTRACTOR shall ensure all appropriate state and federal standards of documentation,



1 preparation, and confidentiality of records related to participant, ~~client~~participant and/or patient records  
2 are met at all times.

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

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

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

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

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

15 ~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or~~  
16 ~~site visit.~~

17 ~~2. Provide auditor or other authorized individuals access to documents via a computer~~  
18 ~~terminal.~~

19 ~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if~~  
20 ~~requested.~~

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

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

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

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

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

37 ~~ME. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR~~

1 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
2 CONTRACTOR.

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

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

8  
9 ~~XXI. REVENUE. RESEARCH AND PUBLICATION~~

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

12  
13 ~~XXII. REVENUE~~

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

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

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

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

31 //

32 ~~XXIII. SEVERABILITY~~

33 . RIGHT TO WORK AND MINIMUM WAGE LAWS

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

1 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the  
2 identity of their employees and their eligibility for employment in the United States.

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

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

13 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
14 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
15 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
16 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

17  
18 **XXIV. SEVERABILITY**

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

24  
25 **XXV. SPECIAL PROVISIONS** ~~SPECIAL PROVISIONS~~

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

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

30 ~~2. 1 Satisfying any expenditure of non-federal funds as a condition for the receipt of~~  
31 ~~federal funds (matching).~~

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

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

34 ~~5. 2~~ Lobbying any governmental agency or official. CONTRACTOR shall file all  
35 certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g.,  
36 limitation on use of appropriated funds to influence certain federal contracting and financial  
37 transactions).



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

~~73. Fundraising.~~

~~84. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.~~

5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

~~96. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~

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

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

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

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

~~138. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.~~

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

~~15. Severance pay for separating employees.~~

~~169. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.~~

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

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

12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

**XXVI. ~~STATUS OF CONTRACTOR~~ STATUS OF CONTRACTOR**

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

#

**XXVII. ~~TERM~~ TERM**

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this ~~Master~~ Agreement applies. -The term of this ~~Master~~ Agreement shall commence on

1 ~~December 19, 2011~~ and terminate ~~on June 30, 2013; provided, however, that the specific term for~~  
2 ~~CONTRACTOR shall be~~ as specified in the Referenced Contract Provisions of this Agreement; ~~and,~~  
3 ~~unless otherwise sooner terminated as~~ provided ~~further that the parties~~ in this Agreement; provided,  
4 ~~however, CONTRACTOR shall continue to~~ be obligated to ~~comply with the requirements and~~ perform  
5 ~~the such~~ duties ~~specified in~~ as would normally extend beyond this Agreement. ~~Such duties include, term,~~  
6 ~~including~~ but ~~are~~ not limited to, obligations with respect to confidentiality, indemnification, audits,  
7 reporting; and accounting.

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

10  
11 **~~XXVIII. TERMINATION~~ TERMINATION**

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

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

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

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

34 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 #

~~XXIX. THIRD PARTY BENEFICIARY~~

THIRD PARTY BENEFICIARY

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

~~XXX. WAIVER OF DEFAULT OR BREACH~~

WAIVER OF DEFAULT OR BREACH

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

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

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4 «UC\_NAME»

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7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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

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12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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18 COUNTY OF ORANGE

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21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

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

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30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

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

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EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
~~SUBSTANCE USE DISORDER TREATMENT~~  
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES  
~~DECEMBER 19, 2011~~ JULY 1, 2013 THROUGH JUNE 30, ~~2013~~ 2015

~~Contractor:~~ CONTRACTOR: «UC\_NAME»

CONTRACTOR agrees to provide the following ~~Substance Use Disorder Treatment~~ AB 109  
Outpatient and Residential Services pursuant to the terms and conditions specified in ~~this~~ the Agreement  
for provision of such services by and between COUNTY and CONTRACTOR dated ~~December 19,~~  
~~2011~~ July 1, 2013 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in  
writing, to add or delete services to be provided by CONTRACTOR.

Substance Use Disorder Outpatient Treatment  
as specified in Exhibit C

«OUTPATIENT»

Substance Use Disorder Residential Treatment  
as specified in Exhibit D

«RESIDENTIAL»

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EXHIBIT B  
 TO AGREEMENT FOR PROVISION OF  
~~SUBSTANCE USE DISORDER TREATMENT~~  
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES  
 BETWEEN  
COUNTY OF ORANGE  
 AND  
 «UC\_NAME»  
~~DECEMBER 19, 2011~~ JULY 1, 2013 THROUGH JUNE 30, ~~2013~~ 2015  
 «UC\_NAME»

**I. DEFINITIONS**

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

~~A. ASAM also called ASAM PPC means American Society of Addiction Medicine Patient Placement Criteria~~

A. AB 109 means services for those Participants deemed eligible by California Department of Corrections and Rehabilitation and/or OCPD. Participants for AB 109 Services are those who have received sentencing for a felony or misdemeanor that is non-violent, non-sexual, and non-serious.

B. Bed Day means one (1) calendar day during which CONTRACTOR provides residential treatment services as described in Exhibit D of ~~this~~ the Agreement. A Bed Day will include the day of admission; but, not the day of discharge. If admission and discharge occur on the same day, one (1) ~~bed day~~ Bed Day will be charged.

C. CalOMS means ~~the California Outcomes Measurement System which is~~ a statewide client-based data collection and outcomes measurement system as required by the State Department of Alcohol and Drug Programs to effectively manage and improve the provision of alcohol and other drug services at the ~~State, County~~ state, COUNTY, and provider levels.

D. CESI/CEST/CEI means ~~Client Evaluation of Self at Intake (CESI) and Client Evaluation of Self and Treatment (CEST). These are~~ self-administered survey instruments designed to assess clients' Participants' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

E. ~~DATAR means the Drug Abuse Treatment Access Report as required by the State Department of Alcohol and Drug Programs~~ Graduation/Participant Completion means the completion of the residential treatment (recovery) program whereby the Participant has successfully completed all goals and objectives for all phases and length of treatment authorized by ADMINISTRATOR and documented in the Participant's treatment plan.



1 F. ~~Graduation or Participant Completion means the completion of the outpatient or residential~~  
 2 ~~treatment program whereby the Participant has successfully completed all goals and objectives of their~~  
 3 ~~treatment plan and documented in the Participant's treatment plan.~~

4 ~~G. Graduation date~~ Date means the date the Participant officially exits from residential treatment  
 5 ~~(recovery)~~ in accordance with the definition of graduation.

6 ~~H. Integrated Records and Information System (~~ G. IRIS ~~)~~ means a collection of  
 7 applications and ~~databases~~ data bases that serve the needs of programs within HCA and includes  
 8 functionality such as registration and scheduling, laboratory information system, billing and reporting  
 9 capabilities, compliance with regulatory requirements, electronic medical records and other relevant  
 10 ~~applications~~ information.

11 ~~I//~~

12 H. Linkage means connection to residential or outpatient treatment or supportive services such as  
 13 self-help groups, social services, rehabilitation services, vocational services, job training services or  
 14 other appropriate services.

15 ~~J. NIATx means the Network for Improvement of Addiction Treatment model.~~

16 ~~K. Non-Therapeutic Activity~~ means work, school, and volunteer hours ~~conducted inside or~~ outside  
 17 the facility, ~~such as~~ chores, ~~and~~ recreation and socialization activities.

18 ~~L. Post Release Community Supervision (PCS)~~ J. Participant means a parolee who has  
 19 a substance use disorder, for whom a COUNTY approved intake and admission for residential services  
 20 as appropriate, have been completed pursuant to the Agreement.

21 K. PCS means an offender under ~~Assembly Bill 109 (AB 109)~~ who has been released from prison  
 22 to OCPD, and who has an alcohol and/or other drug problem, and also a COUNTY-approved intake and  
 23 admission for residential and/or outpatient treatment services.

24 ML. Program Protocol means the written program description, goals, objectives, and policies  
 25 established by CONTRACTOR for the residential and outpatient treatment program provided pursuant  
 26 to ~~this~~ the Agreement.

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

30 N. Structured activities Activities means any activity including ~~therapeutic~~ Therapeutic and ~~non-~~  
 31 ~~therapeutic activities~~ Non-Therapeutic designed to meet treatment goals.

32 O. Supervised Release Participant (SRP) means an offender under AB 109 who has been released  
 33 from County Jail to OCPD and who has an alcohol and/or other drug problem, for whom a COUNTY  
 34 approved intake and admission for residential and/or outpatient services as appropriate has been  
 35 completed pursuant to ~~this~~ the Agreement.

36 P. Therapeutic Activity means activities such as individual counseling, group counseling, and self-  
 37 help groups, but excludes chores and recreational activities. These activities shall incorporate best

1 practices and evidence-based approaches.

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

4 R. Unit of Service means a face-to-face contact, which results in a record of ~~therapeutic~~  
5 ~~experience~~ Therapeutic Activity in a Participant's chart.

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21 **II. ~~PAYMENTS~~ PAYMENTS**

22 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services  
23 provided pursuant to ~~this~~ the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the  
24 following rates of reimbursement; provided, however, the total of all such payments to CONTRACTOR  
25 and all other COUNTY contract providers for all ~~Substance Use Disorder Treatment Services~~ substance  
26 use disorder treatment services for substance users shall not exceed COUNTY's Aggregate Maximum  
27 Obligation as set forth in the Referenced Contract Provisions of ~~this~~ the Agreement; and provided  
28 further, that CONTRACTOR's costs are allowable pursuant to applicable ~~county~~ COUNTY, federal-, and  
29 state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-  
30 compliance with licensure and/or certification standards of the state, COUNTY or OCPD,  
31 ADMINISTRATOR may elect to reduce COUNTY'S maximum obligation proportionate to the length  
32 of time that CONTRACTOR is ineligible to provide services. Non-compliance will require the  
33 completion of ~~corrective action plan~~ CAP(s) (~~CAP~~) by CONTRACTOR. If CAPs are not completed  
34 within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.

<u>Modes of Service</u>	<u>Reimbursement Rate</u>
Group Counseling (90 minute session)	<p><del>\$20.00</del> per Participant for each <del>90</del>  <del>\$30.00</del> <del>minute</del>-session <u>with co-occurring</u>  <u>disorders</u></p>
<u>Individual Counseling/Case Management</u> <u>(50 minute session)</u>	per Participant for each session <u>without co-occurring disorders</u>
Individual Counseling/Case Management (50 minute session)	<p><del>\$50.00</del> per Participant for each <del>50</del>  <del>\$70.00</del> <del>minute</del>-session <u>with co-occurring</u>  <u>disorders</u></p>
<u>Individual Counseling/Case Management</u> <u>(25 minute session)</u>	per Participant for each session <u>without co-occurring disorders</u>
Individual Counseling/Case Management (25 minute session)	<p><del>\$25.00</del> per Participant for each <del>25</del>  <del>\$35.00</del> <del>minute</del>-session <u>with co-occurring</u>  <u>disorders</u></p>
Residential Post-Release Treatment	<p><del>\$72.00</del> <del>per bed day</del> <u>per Bed Day without</u>  <u>co-occurring disorders</u></p>
<u>Residential Post-Release Treatment</u>	per Bed Day <u>with co-occurring</u> <u>disorders</u>

—All payments are interim payments only, and subject to final settlement in accordance with the Cost Report ~~paragraph~~ Paragraph of ~~this~~ the Agreement.

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears for 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 ~~billings~~ invoice shall be on ~~forms~~ a form approved or supplied by ~~ADMINISTRATOR~~ COUNTY and provide such information as is required by ADMINISTRATOR. ~~Billings~~ Invoices are due by the tenth (10th) calendar day of each the month, and payments. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed ~~billing form~~ invoice.

C. All billings to COUNTY shall be supported, at CONTRACTOR’s facility, by source

1 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
2 canceled checks, receipts, receiving records, and records of service provided. ADMINISTRATOR may  
3 require CONTRACTOR to submit documentation in support of the monthly billing.

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

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

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

11 G. In conjunction with Payments Paragraph A, ~~units~~above, Units of ~~service~~Service shall not be  
12 entered in the COUNTY IRIS system for services not rendered. If information has been entered,  
13 corrections will be made within ten (10) business days from notification of ADMINISTRATOR.

14 H. Revenue received by CONTRACTOR, pertaining to services rendered pursuant to ~~this~~the  
15 Agreement, shall be deducted from CONTRACTOR's monthly billing to COUNTY.

16 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
17 Payments Paragraph of this Exhibit B to the Agreement

### 18 **III. ~~RECORDS~~RECORDS**

#### 19 **A. RECORDS**

20 1. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in  
21 accordance with the ~~COUNTY Alcohol and Drug Abuse Services Administration~~  
22 ~~(ADAS)~~ADMINISTRATOR Guidelines on each individual Participant in sufficient detail to permit an  
23 evaluation of services, which shall include, but need not be limited to:

24 a. ADMINISTRATOR's Treatment ~~Authorization~~Referral ~~form~~Form for  
25 ~~Residential~~residential and/or ~~Outpatient Treatment~~outpatient treatment services.

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

30 2. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and  
31 complete financial records of its costs and operating expenses. Such records shall reflect the actual costs  
32 of the type of service for which payment is claimed in accordance with ~~generally accepted accounting~~  
33 ~~principles~~GAAP the ASRS Manual, and the DPFS Manual.

34 a. Any apportionment of or distribution of costs, including indirect costs, to or between  
35 programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with  
36 generally accepted accounting principles, the ASRS Manual, and the DPFS Manual.  
37

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

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

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

#### 9 10 **IV. ~~REPORTS~~REPORTS**

##### 11 **A. MONTHLY PROGRAMMATIC**

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

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

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

27 ~~C. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY's IRIS and input all CalOMS~~  
28 ~~data for the preceding month no later than the fifth (5th) day of the month following the report month.~~

29 CONTRACTOR shall not be compensated for Units of Service (Bed Days, individual and group  
30 counseling units) that are not entered into the IRIS system. CONTRACTOR shall correct and submit all  
31 errors from the CalOMS Feedback and Error Report via IRIS within seven (7) calendar days of receipt  
32 of the report CalOMS discharges shall be entered no later than seven (7) calendar days of  
33 ~~participant's~~Participant's discharge.

34 ~~D. MONTHLY DATAR/ HOMELESS REPORT – CONTRACTOR shall provide the DATAR~~  
35 ~~and County~~COUNTY Homeless Report and/or any other State Department of Alcohol and Drug  
36 Programs Reporting System in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th)  
37 business day of the month following the report month.

1 ~~ED.~~ ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by  
2 ADMINISTRATOR, concerning CONTRACTOR’s activities as they affect the services hereunder.  
3 ADMINISTRATOR will be specific as to the nature of information requested and the time frame the  
4 information is needed.

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

7  
8 **V. ~~SERVICES~~ SERVICES**

9 A. FACILITY ~~—~~ CONTRACTOR shall provide ~~Substance Use Disorder Treatment~~ AB 109  
10 Outpatient and Residential Services at locations approved, in advance and in writing, by  
11 ADMINISTRATOR and appropriately licensed and/or certified in accordance with State of California,  
12 Department of Alcohol and Drug Programs standards, and Title 9 and/or Title 22 CCR, and approved to  
13 provide services by OCPD.

14 ~~A. — 1. Outpatient Services: Unless otherwise authorized in writing by~~  
15 ~~ADMINISTRATOR, facilities used for Outpatient services shall operate, at least, Monday through~~  
16 ~~Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or~~  
17 ~~weekends, when necessary to accommodate working Participants unable to participate during regular~~  
18 ~~daytime hours. Each program shall post hours of operation to inform the general public and participants.~~  
19 ~~When not open, the program shall provide information concerning the availability of short term~~  
20 ~~emergency counseling or referral services, including, but not limited to, emergency telephone services.~~

21 ~~— 2. Residential Services: Unless otherwise authorized in writing by ADMINISTRATOR,~~  
22 ~~facilities used for Residential services shall maintain regularly scheduled service hours seven (7) days a~~  
23 ~~week throughout the year. The program shall provide information concerning the availability of short~~  
24 ~~term emergency counseling or referral services, including, but not limited to, emergency telephone~~  
25 ~~services.~~

26 ~~— 3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule,~~  
27 ~~unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.~~

28 **B. PERSONS TO BE SERVED**

29 1. CONTRACTOR shall serve adult male and female PCS and SRPs ~~over the age of~~ eighteen  
30 (18), years and older who have a substance abuse disorder. Said Participants shall demonstrate a need for  
31 residential or outpatient treatment. Such persons shall include persons with co-occurring disorders.

32 2. CONTRACTOR shall only provide services, under ~~this~~ the Agreement, to those Participants  
33 referred by ~~COUNTY~~ ADMINISTRATOR. At its sole discretion, ~~COUNTY~~ ADMINISTRATOR shall  
34 make referrals as needed to meet the requirements of the ~~Substance Use Disorder Treatment~~  
35 ~~Program~~ substance use disorder treatment program. All referrals ~~for COUNTY~~ shall be initiated by  
36 ~~ADAS Program designated~~ ADMINISTRATOR AB 109 assessment staff. ~~and~~ CONTRACTOR shall  
37 accept all said referrals.



1 C. ADMISSION TO TREATMENT SERVICES – ~~CONTRACTOR~~ shall only admit ~~a~~ PCS  
 2 and/or ~~SRPs referred by ADMINISTRATOR, upon receiving a referral~~ SRP referrals from ~~ADAS~~  
 3 ~~Program designated~~ ADMINISTRATOR's AB 109 assessment staff.

4 1. ~~ADAS~~ ADMINISTRATOR's AB 109 assessment staff will conduct an assessment and fax a  
 5 referral packet to CONTRACTOR. Co-occurring disorder referrals will be approved by  
 6 ADMINISTRATOR's Psychiatrist. CONTRACTOR shall notify ~~ADAS~~ ADMINISTRATOR's AB 109  
 7 assessment staff and OCPD upon admission of the PCS and/or SRPs into program.

8 2. CONTRACTOR shall accept all referrals in accordance with its treatment capacity.

9 3. CONTRACTOR shall have the right to refuse admission of a person only in accordance  
 10 with its written policy; provided however, CONTRACTOR shall comply with the ~~non-discrimination~~  
 11 ~~provisions of this agreement~~ Nondiscrimination Paragraph of the Agreement.

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

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

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

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

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

22 a. Token of each staff member who no longer supports ~~this~~ the Agreement.

23 b. Token of each staff member who no longer requires access to the HCA IRIS.

24 c. Token of each staff member who leaves employment of CONTRACTOR.

25 d. Tokens which are malfunctioning.

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

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

30 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 31 Services Paragraph of this Exhibit B to the Agreement.

## 32 VI. STAFFING

### 33 A. ~~STAFFING~~

34 ~~1.~~ 1. CONTRACTOR shall provide staffing levels and qualifications appropriate to meet the  
 35 needs of the ~~Substance Use Disorder Treatment Services~~ substance use disorder treatment services  
 36 program Participants.  
 37

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

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

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

18 ~~D~~E. CONTRACTOR shall provide pre-employment screening of any staff person providing service  
 19 pursuant to ~~this~~the Agreement. All staff shall pass ~~an Orange County~~ a COUNTY criminal justice  
 20 background check conducted by OCPD on a yearly basis. Program directors, managers and other  
 21 supervisory staff will be requested to voluntarily submit to a more extensive background check,  
 22 including "live scan" fingerprinting. The results of the fingerprint checks will be sent directly from the  
 23 Department of Justice to OCPD.

- 24 1. All staff, prior to hiring, shall meet the following requirements:
- 25 a. No person shall have been convicted of a sex offense for which the person is required to  
 26 register as a sex offender under California Penal Code section 290:
- 27 b. No person shall have been convicted of an arson offence – Violation of Penal Code  
 28 sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
- 29 c. No person shall have been convicted of any violent felony as defined in Penal Code  
 30 section 667.5, which involve doing bodily harm to another person, for which the staff member was  
 31 convicted within five years prior to employment;
- 32 d. No person shall be on parole or probation;
- 33 e. No person shall participate in the criminal activities of a criminal street gang and/or  
 34 prison gang; and
- 35 f. No prior employment history of improper conduct, including but not limited to, forging  
 36 or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior  
 37 with staff or residents at another treatment facility.

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

4 **EF.** All program staff having direct contact with Participants shall, within the first (1st) year of  
 5 employment, be trained in infectious disease recognition, crisis intervention, referrals, techniques, and to  
 6 recognize physical and psychiatric symptoms that require appropriate referrals to other agencies.  
 7 CONTRACTOR shall provide on-going training in topics related to alcohol and drug use on a yearly basis.

8 **FG.** All staff providing services shall be registered, licensed and/or certified in accordance with State  
 9 requirements/and professional guidelines, as applicable.

10 **GH.** Staffing levels and qualifications shall meet the requirements of the State of California,  
 11 Health and Human Services Agency's Department of Alcohol and Drug Programs, Alcohol and/or Other  
 12 Drug Certification Standards.

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

21 ~~I~~J. STAFF CONDUCT – CONTRACTOR shall establish a written ~~Policies~~policies and  
 22 ~~Procedures~~procedures for employees, volunteers, interns, and members of the Board of Directors which  
 23 shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Participant  
 24 relationships; prohibition of sexual conduct with Participant; prohibition of forging or falsifying  
 25 documents or drug tests; and real or perceived conflict of interest. Prior to providing any services  
 26 pursuant to ~~this~~the Agreement all employees, volunteers, and interns shall agree in writing to maintain  
 27 the standards set forth in the said policies and procedures. A copy of the said ~~Policies~~policies and  
 28 ~~Procedures~~procedures shall be posted in writing in a prominent place in the treatment facility.

29 **JK.** CONTRACTOR's Executive Director or designee shall participate, when requested, in  
 30 meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to ~~this~~the  
 31 Agreement.

32 **KL.** CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
 33 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of  
 34 ~~this~~the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used  
 35 to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
 36 institution, or religious belief.

37 **LM.** CONTRACTOR shall receive approval of the OCPD prior to providing residential and/or

1 outpatient treatment services. CONTRACTOR shall recognize the authority of OCPD as officers of the  
2 court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program of  
3 ~~Alcohol~~ alcohol and ~~Drug Abuse Residential~~ drug abuse residential and/or ~~Outpatient Treatment~~  
4 ~~Services~~ outpatient treatment services.

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

8 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
9 Staffing Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C  
 TO AGREEMENT FOR PROVISION OF  
~~SUBSTANCE USE DISORDER TREATMENT~~  
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES  
 BETWEEN  
COUNTY OF ORANGE  
 AND  
 «UC\_NAME»  
~~DECEMBER 19, 2011~~ JULY 1, 2013 THROUGH JUNE 30, ~~2013~~ 2015  
 «UC\_NAME»

**I. OUTPATIENT SUBSTANCE USE DISORDER TREATMENT SERVICES**

If CONTRACTOR has agreed to provide ~~Outpatient Substance Use Disorder Treatment Services~~ outpatient substance use disorder treatment services as specified in Exhibit A to ~~this~~ the Agreement, CONTRACTOR shall provide said services in accordance with Exhibits B and C.

~~A.~~ A. CONTRACTOR shall operate a certified drug abuse outpatient treatment program, in accordance with the standards established by ~~COUNTY~~ ADMINISTRATOR and OCPD.

A. FACILITY – Unless otherwise authorized in writing by ADMINISTRATOR, facilities used for outpatient services shall operate, at least, Monday through Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate working Participants unable to participate during regular daytime hours at «OT\_PT\_FACILITY\_ADDRESS» or at any other facility approved in advance by ADMINISTRATOR. Each program shall post hours of operation to inform the general public and Participants. When not open, the program shall provide information concerning the availability of short-term emergency counseling or referral services, including, but not limited to, emergency telephone services.

**B. ADMISSIONS FOR SERVICES**

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

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

~~C. OUTPATIENT TREATMENT SERVICES~~

~~1~~ ~~C. SERVICES TO BE PERFORMED – CONTRACTOR shall provide Substance Use~~  
~~2~~ ~~Disorder Outpatient Treatment Services~~ AB 109 outpatient services for no more than one hundred eighty  
~~3~~ (180) days of duration, unless approved in writing by ADMINISTRATOR. CONTRACTOR's services  
~~4~~ shall include, but not be limited to: a structured sequence of alcohol and drug abuse education, treatment  
~~5~~ planning, group and individual counseling.  
~~6~~

~~7~~ ~~a~~ 1. CONTRACTOR shall enroll Participants referred by ADMINISTRATOR's  
~~8~~ AB 109 assessment staff only. Participants who receive a sober living referral must enroll or make  
~~9~~ contact with outpatient provider within five (5) business days of receiving the said referral. Participants  
~~10~~ with direct referral to outpatient services must enroll or make contact within seventy-two (72) hours.  
~~11~~ CONTRACTOR shall notify the ADMINISTRATOR's AB 109 assessment staff upon enrollment or if a  
~~12~~ Participant is a no show.

~~13~~ 2. CONTRACTOR shall discharge and notify the ADMINISTRATOR's AB 109 assessment  
~~14~~ staff and the Probation Officer in the event a Participant is absent from program without an excuse from  
~~15~~ treatment for thirty (30) days.

~~16~~ 3. CONTRACTOR's program shall include an introduction to self-help programs such as  
~~17~~ Narcotics Anonymous-or, Alcoholics Anonymous-or, Alcoholics Anonymous "Step Study" or other  
~~18~~ appropriate self-help programs. It shall include supportive sober recreational activity and may include  
~~19~~ activities designed to enhance skills in dealing with social service, legal/judicial, and employment  
~~20~~ services within Orange County COUNTY.

~~21~~ ~~b~~ D. CRISIS INTERVENTION – Crisis Intervention is defined as emergency  
~~22~~ assessment and counseling with the Participant and/or family member(s) in a crisis situation.  
~~23~~ CONTRACTOR shall provide crisis intervention when deemed necessary.

~~24~~ ~~e~~ E. CASE MANAGEMENT – CONTRACTOR shall provide Case Management case  
~~25~~ management services, by contacting outside agencies and making referrals for services outside the scope  
~~26~~ of comprehensive substance abuse services as identified in the Participant's treatment plan as necessary  
~~27~~ to the Participant's recovery. Such concomitant services include academic education, vocational  
~~28~~ training, medical and dental treatment, pre-and post-counseling, testing for infectious diseases, legal  
~~29~~ assistance, job search assistance, financial assistance, childcare, and self-help programs.

~~30~~ ~~d~~ F. ASSESSMENT – CONTRACTOR shall provide a standardized, comprehensive risk  
~~31~~ and needs assessment to each Participant to assess alcohol and drug abuse history, family history, mental  
~~32~~ and emotional status, legal status, educational and vocational background as well as daily living skills,  
~~33~~ stress management, literacy, employment, education and money management within thirty (30) days of  
~~34~~ admission. Assessment tools will be co-occurring capable, meet best practice standards, may include  
~~35~~ Addiction Severity Index (ASI), CalOMS, or other assessment tools that are completed and signed by  
~~36~~ staff and participant Participant as approved by ADMINISTRATOR.

~~37~~ ~~e~~ G. PROGRAM ORIENTATION – Within the first seventy-two (72) hours of a



1 Participant's admission into the ~~Program~~ program, CONTRACTOR shall provide an overview of the  
 2 Program. The ~~Program Orientation~~ program orientation shall include, but not be limited to:

- 3 ~~\_\_\_\_\_~~ 1) Program structure, schedules, and rules;
- 4 ~~\_\_\_\_\_~~ 2) Understanding of substance abuse and addiction;
- 5 ~~\_\_\_\_\_~~ 3) Policies regarding ~~participant~~ Participant fees;
- 6 ~~\_\_\_\_\_~~ 4) Participant rights;
- 7 ~~\_\_\_\_\_~~ 5) Assignment of a counselor;
- 8 ~~\_\_\_\_\_~~ 6) Staff ~~Code~~ code of ~~Conduct~~ conduct; and
- 9 ~~\_\_\_\_\_~~ 7) Continuing ~~Care~~ care services.

10 ~~\_\_\_\_\_~~ f H. TREATMENT PLAN – CONTRACTOR shall develop an individualized treatment  
 11 plan with each Participant within thirty (30) calendar days of admission into the Program, which shall be  
 12 based upon the Participant's needs identified in the assessment process. Each treatment plan shall  
 13 include identification of a minimum of three (3) problem areas, one of which shall be a drug and/or  
 14 alcohol problem, including long-term and short-term individualized goals for addressing the identified  
 15 needs, with action steps, target dates and dates of resolution for each. Every thirty (30) calendar days  
 16 from time of admission, CONTRACTOR shall review and document with the Participant, the  
 17 Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when a  
 18 change in problem identification focus of treatment occurs or no later than ninety (90) calendar days  
 19 after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter.

20 ~~\_\_\_\_\_~~ g I. THERAPEUTIC ACTIVITY – CONTRACTOR shall provide Therapeutic Activity  
 21 which includes individual counseling, groups, and provide access to self-help groups. These activities  
 22 shall incorporate best practices and evidence-based approaches. Individual and ~~Group~~ group counseling  
 23 shall consist of the following:

24 ~~\_\_\_\_\_~~ 1) Individual Counseling – CONTRACTOR shall provide individualized one-on-one  
 25 counseling to Participant. Sessions are fifty (50) minutes in length, but may be twenty-five (25) minutes,  
 26 if deemed therapeutically necessary. Counseling shall be culturally appropriate to Participant's needs.

27 ~~\_\_\_\_\_~~ 2) Group Counseling – CONTRACTOR shall provide counseling within a group to  
 28 Participants determined appropriate for group sessions. The ratio of Participants to counselor shall not  
 29 be greater than 15:1 as evidenced on group activity rosters. Topics for discussion shall include but not  
 30 be limited to, the following:

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

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

5 ~~\_\_\_\_\_~~ 3) The unit count for group counseling is based on the number of Participants in the  
 6 group. A group counseling session with four (4) Participants would be counted as four (4) units.

7 ~~\_\_\_\_\_~~ 4) Participants shall receive no more than ~~three (3)~~ five (5) hours of face-to-face  
 8 activities per week which consists of group counseling and/or individual counseling only.

9 ~~\_\_\_\_\_~~ h//  
 10 J. HABILITATIVE AND REHABILITATIVE SERVICES – CONTRACTOR shall provide  
 11 structured and planned habilitative and rehabilitative activities involving program staff and Participants  
 12 in traditional classroom or experiential learning of practical life and social skills. Subjects shall include,  
 13 but are not limited to, the following: Job preparation, application, interview and retention skills;  
 14 managing finances; maintaining health and personal hygiene and appearance; obtaining educational and  
 15 vocational training; building and maintaining socially supportive relationships; security housing;  
 16 obtaining social services, recognizing and preventing substance abuse relapse; avoiding violence and  
 17 criminal activities; recognizing and changing self-defeating thinking and behavior patterns; nutrition,  
 18 meal planning and food preparation; parenting skills, and obtaining child care.

19 ~~\_\_\_\_\_~~ iK. COLLATERAL SERVICES – CONTRACTOR shall provide, as appropriate and  
 20 documented in the Participant file, individual and group sessions for family members of the Participant.  
 21 These services shall address family dynamics as they could contribute to the Participant’s relapse and  
 22 potential or actual abuse in the family system. Collateral ~~Services~~ services shall include the Participant  
 23 unless determined inappropriate by the counselor. All Collateral ~~Services~~ services provided to family  
 24 members which otherwise meet the condition of individual or group ~~units~~ Units of ~~service~~ Service shall  
 25 be counted as the appropriate ~~unit~~ Unit of ~~service~~ Service.

26 ~~\_\_\_\_\_~~ jL. RELAPSE PREVENTION – Relapse Prevention is defined as individual and group  
 27 sessions for a Participant to reinforce sobriety status; regardless of Participant's position in phase  
 28 structure of program or during follow up, ~~contact shall be unlimited.~~ CONTRACTOR shall provide  
 29 ~~Relapse Prevention~~ relapse prevention services.

30 ~~\_\_\_\_\_~~ k M. TRANSITION/EXIT PLAN – CONTRACTOR shall begin discharge planning  
 31 immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen  
 32 (14) calendar days prior to ~~participant’s~~ Participant’s successful completion of the program. The  
 33 transition and exit plan shall be completed and signed by CONTRACTOR and Participant. The  
 34 transition and exit plan shall include:

35 ~~\_\_\_\_\_~~ 1) A strategy or strategies to assist the Participant in maintaining an alcohol and drug  
 36 free lifestyle.

37 ~~\_\_\_\_\_~~ 2) A continuing treatment exit plan that includes referral and transition of the

Participant to support services such as vocational rehabilitation, job training, self-help groups and other recovery maintenance services if needed, and document this in the Participant's chart. The continuing treatment exit plan shall also include the goals identified in the Participant's treatment plan.

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

~~1. Discharge Summary~~ N. DISCHARGE SUMMARY – CONTRACTOR shall develop written procedures regarding ~~participant~~ Participant discharge. Written criteria for the discharge summary shall include:

1) Reason for discharge;

2) Description of treatment episodes or recovery services;

3) Current alcohol and/or drug usage at discharge;

4) Vocational and educational achievements;

5) Legal status;

6) Linkages and referrals made;

7) Participant's comments; and

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

~~m.~~ Q. ALCOHOL and DRUG SCREENING

1) CONTRACTOR shall have a written policy and procedure statement regarding alcohol and drug screening that includes unannounced drug and/or alcohol testing at a minimum of one (1) time per month for all Participants. The urine specimen collection shall be observed by same sex staff. This policy shall be approved by ADMINISTRATOR. For those situations where alcohol and/or drug screening is deemed appropriate and necessary, CONTRACTOR shall:

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

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

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

~~n.~~ P. REFERRAL AND FOLLOW-UP – CONTRACTOR shall provide effective Linkage of a Participant to other ancillary services with follow-up to be provided within one (1) week of referral to ensure that the Participant has contacted the referred service. Referrals shall also be made for individuals having special needs, such as persons living with HIV disease. Referrals shall be sensitive to the Participant's cultural needs. Such referrals shall be documented in the Participant's files.

~~2.~~ Q. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1       ~~a~~1. CONTRACTOR shall ensure that all persons admitted for outpatient treatment services  
2 have a health questionnaire completed using form ADP 10100-A-E, or may develop their own form  
3 provided it contains, at a minimum, the information requested in the ADP 10100-A-E.

4       ~~1~~a. The health questionnaire is a Participant's self-assessment of his/her current health  
5 status and shall be completed by Participant.

6       ~~a~~1) CONTRACTOR shall review and approve the health questionnaire form prior  
7 to Participant's admission to the program. The completed health questionnaire shall be signed and dated  
8 by ~~Staff~~staff and Participant.

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

10       ~~2~~b. CONTRACTOR shall, based on information provided by Participant on the health  
11 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory  
12 examinations.

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

15       ~~b~~2) A copy of the referral and clearance shall be filed in the Participant's file.

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

18       ~~e~~3. The programs shall have and post written procedures for obtaining medical or  
19 psychiatric evaluation and emergency services.

20       ~~d~~4. The programs shall have readily available the name, address, and telephone number for  
21 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

## 22       ~~D~~R. PERFORMANCE OUTCOMES

23       1. CONTRACTOR shall be required to achieve ~~Performance Outcomes~~performance outcomes  
24 by June 30, ~~2012~~2014 for Period One and by June 30, ~~2013~~2015 for Period Two, tracking and reporting  
25 ~~Performance Outcome~~performance outcome statistics in monthly programmatic reports, as appropriate.

26 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the  
27 outcome, and, therefore, revisions to the ~~Performance Outcomes~~performance outcomes may be  
28 implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.  
29 CONTRACTOR may establish additional ~~Performance Outcome~~performance outcome(s) in  
30 coordination with ~~Probation~~OCPD and ~~HCA~~ADMINISTRATOR during the year. CONTRACTOR  
31 shall provide any requested information or data by ADMINISTRATOR and OCPD for purposes of  
32 evaluating program performance to determine overall public safety outcomes.

33       2. ADAS ~~Performance Outcomes~~performance outcomes for each Period.

34       a. Outcome 1: CONTRACTOR shall provide effective outpatient substance abuse  
35 assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as  
36 measured by ~~Retention~~retention and ~~Completion Rates~~completion rates.

37       1) Retention ~~Rates~~rates shall be calculated by number of Participants currently

1 enrolled in or successfully completed their treatment program divided by the total number of Participants  
2 served during the evaluation period.

3 2) Completion ~~Rates~~rates shall be calculated by the number of Participants  
4 successfully completing the treatment program divided by the total number of Participants discharged  
5 during the evaluation period.

6 b. Outcome 2: CONTRACTOR shall obtain completed CESIs within thirty (30) calendar  
7 days of admission from at least eighty percent (80%) of Participants. CONTRACTOR shall also obtain  
8 completed CESTs at mid-point and completion from all Participants receiving at least forty-five (45)  
9 calendar days of treatment.

10 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by  
11 designated Participants. This would include, but is not limited to, ensuring surveys contain provider  
12 number, Participant ID number, responses to all psychosocial questions, along with other important  
13 Participant and CONTRACTOR information, and fields are filled and/or marked appropriately.

14 2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the  
15 originals to ADMINISTRATOR, once a month, by the tenth (10th) business day of each month.

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

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

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

- 24 1) Reduced waiting times;
- 25 2) Reduced no-shows;
- 26 3) Increased admissions; and
- 27 4) Increased continuation in treatment.

28 S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
29 Outpatient Substance Use Disorder Treatment Services Paragraph of this Exhibit C to the Agreement.

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EXHIBIT D  
TO AGREEMENT FOR PROVISION OF  
~~SUBSTANCE USE DISORDER TREATMENT~~  
AB 109 OUTPATIENT AND RESIDENTIAL SERVICES  
~~DECEMBER 19, 2011 THROUGH JUNE 30, 2013~~  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
JULY 1, 2013 THROUGH JUNE 30, 2015

**I. RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES**

If CONTRACTOR has agreed to provide ~~Residential Substance Use Disorder Treatment Services~~ residential substance use disorder treatment services as specified in Exhibit A to ~~this~~the Agreement, CONTRACTOR shall provide said services in accordance with Exhibits B and D.

A. FACILITY – Unless otherwise authorized in writing by ADMINISTRATOR, facilities used for residential services shall maintain regularly scheduled service hours seven (7) days a week, twenty-four (24) hours a day, throughout the year at «RES\_FACILITY\_ADDRESS» or at any other facility approved in advance by ADMINISTRATOR. The program shall provide information concerning the availability of short-term emergency counseling or referral services, including, but not limited to, emergency telephone services.

~~1. A. RESIDENTIAL TREATMENT SERVICES – CONTRACTOR shall provide a Residential Treatment Services Program~~ 1. CONTRACTOR shall provide a residential treatment services program in a safe supportive environment. CONTRACTOR shall provide residential treatment services for no less than thirty (30) calendar days and no more than ninety (90) calendar days unless approved in writing by ADMINISTRATOR.

2. CONTRACTOR shall operate licensed and certified alcohol and drug abuse residential programs in accordance with the standards established by COUNTY and the California State Department of Alcohol and Drug Programs within the specifications stated herein, unless otherwise authorized by ADMINISTRATOR.

~~2.~~ B. SERVICES TO BE PERFORMED – CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff member on-site at all times. Co-ed residential programs shall require twenty-four (24)-hour awake supervision.

3. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons living with HIV disease, as well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual



1 diagnosis. ~~Dually diagnosed~~ Co-occurring persons and others who require prescribed medication shall  
 2 not be precluded from acceptance or admission solely based on their licit use of prescribed medications.  
 3 ~~ADAS staff~~ ADMINISTRATOR will conduct an assessment utilizing the ASAM PPC and fax a referral  
 4 packet to CONTRACTOR. CONTRACTOR shall enter admission data on the paperwork and fax it  
 5 back to ~~ADAS staff~~ ADMINISTRATOR upon admission of the Participant into program.

6 ~~4~~ 2. Positive drug screen at admission alone will not disqualify the Participant from  
 7 admission to treatment. Participants who have not used substances in the previous twenty-four (24)  
 8 hours (may be self-report) are eligible for treatment. Participants who have consumed, used, or are  
 9 otherwise under the influence of alcohol or drugs within the past 24 hours shall not be permitted on the  
 10 premises except for admissions for detoxification or withdrawal services. Individuals appearing to be  
 11 under the influence of substances may be excluded from admission.

12 3. CONTRACTOR shall have a policy that requires Participant who shows signs of any  
 13 communicable disease, or through medical disclosure during the intake process, admit to a health related  
 14 problem that would put others at risk, to be cleared medically before services are provided by the  
 15 programs.

16 a. CONTRACTOR shall only admit Participants referred by ADMINISTRATOR.

17 b. CONTRACTOR shall have the right to refuse admission of a person only in accordance  
 18 with its written admission policy; provided, however, CONTRACTOR shall comply with the  
 19 Nondiscrimination ~~provisions~~ Paragraph of ~~this~~ the Agreement.

20 ~~5C~~ CO-OCCURRING DISORDERS – CONTRACTOR shall provide rehabilitative and recovery  
 21 services to Participants with co-occurring disorders and ensure that such services address the relationship  
 22 between the two diagnoses throughout treatment.

23 ~~a1~~ 1. Program Orientation – Within the first seventy-two (72) hours of a Participant's  
 24 admission into the ~~Program program~~, CONTRACTOR shall provide an overview of the program. The  
 25 ~~Program Orientation~~ program orientation shall include, but not be limited to:

26 ~~1~~ a. Overview of ~~Program program~~ structure, and schedule;

27 ~~2~~ b. Program rules and regulation;

28 ~~3~~ c. Policies regarding Participant fees;

29 ~~4~~ d. A copy of the ~~Client Code~~ Participant code of ~~Conduct~~ conduct;

30 ~~5~~ e. Participant rights;

31 ~~6~~ f. Assignment of a counselor;

32 ~~7~~ g. Staff ~~Code~~ code of ~~Conduct~~ conduct; and

33 ~~8~~ h. Continuing ~~Care Services~~ care services.

34 ~~b2~~ 2. Assessment – Within seven (7) days of admission, CONTRACTOR shall provide a  
 35 standardized, comprehensive risk and needs assessment on each Participant which assesses alcohol/drug  
 36 abuse history, family history, mental and emotional status, legal status, educational and vocational  
 37 background as well as daily living skills, stress management, literacy, employment, education, and

1 money management. Assessment tools will be co-occurring capable, meet best practice standards, may  
 2 include ~~Addiction Severity Index (ASI)~~, ASI, CalOMS, or other assessment tools that are completed and  
 3 signed by staff and Participant. The tool will require approval by ADMINISTRATOR.

4 ~~e3.~~ 3. Treatment Plan – CONTACTOR shall develop an individualized treatment/recovery  
 5 plan, with each Participant within fourteen (14) calendar days of admission into the program which shall  
 6 be based upon the Participant’s needs identified in the assessment process. Each treatment plan shall  
 7 include identification of a minimum of three (3) problem areas, including a drug and/or alcohol problem,  
 8 long and short term individualized goals for addressing the identified needs, with action steps, target  
 9 dates and dates of resolution for each. Every fourteen (14) calendar days, CONTRACTOR shall review  
 10 the treatment plan with the Participant, and document in the Participant’s progress notes the  
 11 Participant’s progress on the treatment plan. CONTRACTOR shall update the treatment plan when  
 12 problems are resolved or new problems are identified during treatment.

13 ~~d4.~~ 4. Structured Therapeutic Activities – Residential ~~Recovery Services~~ recovery services  
 14 shall consist of a minimum of twenty (20) hours of ~~structured activity~~ Structured Activity per week ~~of~~  
 15 ~~which~~. The schedule must include at least two different Self-Help Meetings on site. These may include  
 16 but not be limited to Narcotics Anonymous, Alcoholics Anonymous, Alcoholics Anonymous “Step  
 17 Study” or other 12-step programs or non-12 step self-help programs. Participants must engage in a  
 18 minimum of fourteen hours (14) of ~~therapeutic activity~~ Therapeutic Activity per week, and shall include,  
 19 at a minimum the following:

20 ~~1)a.~~ 1)a. Individual Counseling – CONTRACTOR shall provide counseling to Participants  
 21 in need of individualized attention. Counseling shall be culturally appropriate to Participants' needs.

22 ~~2)b.~~ 2)b. Group Counseling – CONTRACTOR shall provide counseling within a group to  
 23 Participants. Group intervention and activities may include, but are not limited to, ~~Process Groups,~~  
 24 ~~Seminars~~ process groups, seminars and ~~Educational Groups, House~~ educational groups, house and  
 25 ~~Community Group Meetings~~ community group meetings, and/or ~~Habilitative Group Activities~~ habilitative  
 26 group activities. Topics for discussion shall include anger management, criminal thinking and thinking  
 27 errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities, the  
 28 ratio of ~~clients to Substance Abuse Program~~ Participants to substance abuse program counselors shall not  
 29 be greater than 12:1 as evidenced on group activity rosters.

30 ~~e5.~~ 5. Structured Non-Therapeutic Activities – CONTRACTOR shall provide a minimum of  
 31 six (6) hours of non-structured ~~therapeutic activity~~ Therapeutic Activity that includes work, school, and  
 32 volunteer hours outside the facility, chores, recreation and socialization activities. Recreational and  
 33 socialization activities may include, but are not limited to:

34 ~~1)a.~~ 1)a. Teaching the concepts of rules, teamwork and sportsmanship,

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

36 ~~f6.~~ 6. Case Management – CONTRACTOR shall provide case management services by  
 37 contacting outside agencies and making referrals for services outside the scope of comprehensive

1 substance abuse services as identified in the Participant's treatment plan as necessary to the Participant's  
 2 recovery. Such concomitant services include academic education, vocational training, medical and  
 3 dental treatment, pre-and post-counseling and testing for infectious diseases, legal assistance, and job  
 4 search assistance, financial assistance, childcare, and self-help ~~programs~~program.

5 ~~g//~~  
 6 7. Treatment Phases – CONTRACTOR's program shall consist of progressive treatment  
 7 phases which shall be defined in CONTRACTOR's Program Protocol, approved by ~~the HCA~~  
 8 ~~Monitor~~ADMINISTRATOR, and include measurement of Participant's progress in order to advance to  
 9 subsequent phases. The Program Protocol shall be CONTRACTOR's written program description,  
 10 goals and objectives, and policies established by CONTRACTOR for the ~~Residential Treatment~~  
 11 ~~Program~~residential treatment program as provided for under ~~this~~the Agreement. Each Participant shall  
 12 be restricted to the premises of the facilities listed within ~~this~~the Agreement for the first thirty (30)  
 13 calendar days of the program. Exceptions shall be allowed for medical and psychiatric services,  
 14 described in Exhibit A to ~~this~~the Agreement, or other staff-approved activities under CONTRACTOR  
 15 supervision. ~~Suggestions~~Program shall ensure that Participants are eligible for treatment phases  
 16 ~~are:~~reentry services shortly after orientation and no later than 45 days post admission.

17 ~~1)~~Treatment phases shall consist of the following:

18 ~~a.~~a. Orientation and ~~Engagement~~engagement consists of activities designed to interrupt  
 19 negative alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant's  
 20 adjustment to a sober environment. The Participant shall not be expected to seek employment or  
 21 educational opportunities during this phase.

22 ~~2)b.~~b. Primary ~~Treatment,~~Internalization ~~treatment,~~ internalization and  
 23 ~~Socialization~~socialization consist of activities designed to assist Participants in working on personal  
 24 issues, cultivate support systems, and seek educational/vocational opportunities. CONTRACTOR shall  
 25 allow Participants to seek and obtain employment and acquire documentation from Participants  
 26 regarding efforts to obtain employment.

27 ~~3)c.~~c. Re-Entry and ~~Externalization~~externalization shall consists of activities designed to  
 28 assist the Participant with separation issues, develop appropriate community support systems, gain  
 29 employment and/or enroll in educational/vocational programs, and finalize exit plans.

30 ~~4)d.~~d. CONTRACTOR shall consider all Participants to be graduated upon completion of  
 31 their residential treatment program in accordance with the ~~Treatment Plan~~treatment plan.

32 ~~h8.~~8. Transition/Exit Planning – CONTRACTOR shall begin discharge planning  
 33 immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen  
 34 (14) days prior to the Participant's successful completion of the ~~Residential Recovery~~  
 35 ~~Program~~residential recovery program. The transition and exit plan shall be completed and signed by  
 36 ~~staff~~CONTRACTOR and Participant. The transition and exit plan shall include:

37 ~~1)a.~~a. Identification of the Participant's achievements while in the ~~Residential Treatment~~

1 ~~Program~~ residential treatment program such as meeting or progressing towards educational or vocational  
2 goals.

3 ~~2)~~ b. A strategy or strategies to assist the Participant in maintaining an alcohol and drug  
4 free lifestyle.

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

10 ~~4)~~ d. Referrals to appropriate non-substance abuse resources such as continuing  
11 education and vocational rehabilitation.

12 ~~5)~~ e. Linkage to outpatient treatment, support services such as self-help groups,  
13 recovery maintenance services, social services, rehabilitation services, vocational services, job training  
14 services or other appropriate services.

15 ~~i9.~~ Discharge Summary – CONTRACTOR shall develop written procedures regarding  
16 ~~participant~~ Participant discharge. Written criteria for the discharge summary shall include:

17 ~~1)~~ a. Reason for discharge;

18 ~~2)~~ b. Description of treatment episodes or recovery services;

19 ~~3)~~ c. Current alcohol and/or drug usage at discharge;

20 ~~4)~~ d. Vocational and educational achievements;

21 ~~5)~~ e. Legal status;

22 ~~6)~~ f. Linkages and referrals made;

23 ~~7)~~ g. Participants comments; and

24 ~~8)~~ h. A description of the Participant's goals and achievement towards those goals as  
25 described in the Participant's treatment plan.

26 ~~j10.~~ Food and Other Services – CONTRACTOR shall provide a clean, safe environment,  
27 toiletries, clean linen, food service, storage, and supervision of medication.

28 ~~k~~ 11. Support Services – CONTRACTOR shall provide housekeeping; laundry;  
29 maintenance and arrangements for emergency and non-emergency medical services.

30 ~~l12.~~ Collateral Services – CONTRACTOR shall provide and document in the Participant  
31 file, as appropriate, individual and group sessions for family members of the Participant. These services  
32 shall address family dynamics, which, could contribute to the Participant's relapse and potential or  
33 actual abuse in the family system. Collateral ~~Services~~ services shall include the Participant unless  
34 determined inappropriate by the counselor.

35 ~~m13.~~ Habilitative and Rehabilitative Services – CONTRACTOR shall provide structured  
36 and planned habilitative and rehabilitative activities involving program staff and Participants in  
37 traditional classroom or experiential learning of practical life and social skills. Subjects shall include,

1 but are not limited to, the following: job preparation, application, interview and retention skills;  
 2 managing finances; maintaining health and personal hygiene and appearance; obtaining educational and  
 3 vocational training; building and maintaining socially supportive relationships; security housing;  
 4 obtaining social services; recognizing and preventing substance abuse relapse; avoiding violence and  
 5 criminal activities; recognizing and changing self-defeating thinking and behavior patterns; nutrition,  
 6 meal planning and food preparation; parenting skills, and obtaining child care.

7 ~~n~~14. Alcohol/Drug Screening – CONTRACTOR shall have a written policy and  
 8 procedure statement regarding screening that includes random drug and or alcohol testing at a minimum  
 9 of one (1) time per month for the first thirty (30) days and two (2) times per month for the remaining  
 10 term of the ~~agreement~~Agreement for all Participants. The urine specimen collection shall be observed  
 11 by same sex staff. This policy shall be approved by ADMINISTRATOR. CONTRACTOR shall:

12 ~~1~~a. Establish procedures that protect against falsification and/or contamination of any  
 13 physical specimen sample collected for drug screening;

14 ~~2~~b. Document results of the drug screening in the Participant's files.

15 ~~6~~D. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

16 ~~a~~1. CONTRACTOR shall ensure that all persons admitted for residential treatment services  
 17 have a health questionnaire completed using form ADP 10100-A-E, or may develop their own form  
 18 provided it contains, at a minimum, the information requested in the ADP 10100-A-E.

19 ~~1~~a. The health questionnaire is a Participant's self-assessment of his/her current health  
 20 status and shall be completed by Participant.

21 ~~a~~1) CONTRACTOR shall review and approve the health questionnaire form prior  
 22 to Participant's admission to the program.

23 ~~b~~2) The completed questionnaire shall be signed and dated by CONTRACTOR and  
 24 Participant. A copy of the questionnaire shall be filed in the Participant's file.

25 ~~2~~b. CONTRACTORS shall, based on information provided by Participant on the health  
 26 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory  
 27 examinations.

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

30 ~~b~~2) A copy of the referral and clearance shall be filed in the Participant's file.

31 3) CONTRACTOR shall provide directly or by referral: HIV education, voluntary,  
 32 confidential HIV antibody testing and risk assessment and disclosure counseling.

33 ~~4~~2. The programs shall have written procedures for obtaining medical or psychiatric  
 34 evaluation and emergency services.

35 ~~5~~3. The programs shall post the name, address, and telephone number for the fire  
 36 department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

37 ~~6~~4. CONTRACTOR shall provide ~~tuberculosis (TB)~~ services for programs directly or



1 by referral to ~~HCA~~ ADMINISTRATOR or another appropriate provider. TB services shall be provided  
 2 within seven (7) days of admission. These TB services shall consist of the following:

- 3 ~~\_\_\_\_\_~~ a) Counseling with respect to TB;  
 4 ~~\_\_\_\_\_~~ b) Testing to determine whether the individual has been infected and to determine  
 5 the appropriate form of treatment;  
 6 ~~\_\_\_\_\_~~ c) Provision for, or referral of, infected Participant for medical evaluation and  
 7 treatment and clearance. CONTRACTOR shall ensure that a TB-infected Participant is medically  
 8 cleared prior to commencing treatment.

9 ~~\_\_\_\_\_~~ 7//

#### 10 E. TRANSPORTATION SERVICES

11 ~~\_\_\_\_\_~~ a1. Emergency Medical Transportation – COUNTY shall pay for emergency medical  
 12 ambulance or medical van transportation to and from designated alcohol and drug treatment programs or  
 13 health facilities in accordance with COUNTY's Medical Transportation Contract.

14 ~~\_\_\_\_\_~~ b2. Other Transportation – CONTRACTOR shall transport Participant to locations that are  
 15 considered necessary and/or important to the Participant's recovery plan including, but not limited to,  
 16 Social Security Administration offices for ~~SSI~~ (Supplemental Security Income) benefits and non-  
 17 emergency medical or mental health services.

18 ~~\_\_\_\_\_~~ 8F. CRISIS HELPLINE – CONTRACTOR shall provide a twenty-four (24) hour helpline to  
 19 provide Participants access to a counselor or information and referrals to community resources.

#### 20 BG. PERFORMANCE OUTCOMES

21 1. CONTRACTOR shall be required to achieve performance outcomes, tracking and reporting  
 22 ~~Performance Outcome~~ performance outcome statistics in monthly programmatic reports, as appropriate.  
 23 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the  
 24 outcome, and, therefore, revisions to the ~~Performance Outcomes~~ performance outcomes may be  
 25 implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.  
 26 CONTRACTOR may establish additional ~~Performance Outcome~~ performance outcome(s) in  
 27 coordination with ~~Probation~~ OCPD and ~~HCA~~ ADMINISTRATOR during the year. CONTRACTOR  
 28 shall provide any requested information or data by ADMINISTRATOR and OCPD for purposes of  
 29 evaluating program performance to determine overall public safety outcomes.

30 2. ADAS ~~Performance Outcome~~ performance outcome for each Period:

31 a. Outcome 1: CONTRACTOR shall provide effective residential substance abuse  
 32 assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as  
 33 measured by ~~Retention~~ retention and ~~Completion Rates~~ completion rates.

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

37 2) Completion rates shall be calculated by the number of ~~participants~~ Participants



1 successfully completing the treatment program divided by the total number of ~~participants~~ Participants  
 2 discharged during the evaluation period.

3 b. Outcome 2: CONTRACTOR shall obtain completed CESIs within thirty (30) calendar  
 4 days of admission from at least eighty percent (80%) of Participants. CONTRACTOR shall also obtain  
 5 completed CESTs at mid-point and completion from all Participants receiving at least forty-five (45)  
 6 calendar days of treatment.

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

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

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

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

19 c. Outcome 3: Contractor shall implement a process improvement project as outlined in  
 20 the NIATx model, targeting at least one of the following four NIATx aims:

- 21 1) Reduced waiting times;
- 22 2) Reduced no-shows;
- 23 3) Increased admissions;
- 24 4) Increased continuation in treatment.

25 ~~CH~~. VISITATION POLICY – CONTRACTOR shall establish a written visitation policy, which  
 26 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the  
 27 following:

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

31 ~~DI~~. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a  
 32 Participant sign in/out log for all Participants, which shall include, but not be limited to, the following:

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

36 ~~EJ~~. CONTRACTOR shall establish a ~~Good Neighbor Policy~~ good neighbor policy, which shall be  
 37 reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff

1 training to deal with neighbor complaints, staff contact information available to neighboring residents  
2 and complaint procedures.

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