

1 AGREEMENT FOR PROVISION OF
2 PAROLEE SERVICES NETWORK OUTPATIENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 PHOENIX HOUSE ORANGE COUNTY, INC.
7 JULY 1, 2013 THROUGH JUNE 30, 2014
8

9 THIS AGREEMENT entered into 1st day of July 2013, which date is enumerated for purposes of
10 reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 PHOENIX HOUSE ORANGE COUNTY, INC., a California nonprofit corporation (CONTRACTOR).
12 This Agreement shall be administered by the County of Orange Health Care Agency
13 (ADMINISTRATOR).
14

15 WITNESSETH:
16

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
18 Parolee Services Network Outpatient Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

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Term: July 1, 2013 through June 30, 2014

Maximum Obligation: \$54,266

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Phoenix House Orange County, Inc.
11600 Eldridge Ave.
Lake View Terrace, CA 91342
Pouria Abbassi, Senior Vice President/Regional Director
pabbassi@phoenixhouse.org

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I. ACRONYMS

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

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4	A. ADAS	Alcohol and Drug Abuse Services
5	B. ADP	Alcohol and Drug Program
6	C. ARRA	American Recovery and Reinvestment Act
7	D. ASRS	Alcohol and Drug Programs Reporting System
8	E. CAF	Client Admissions Form
9	F. CalOMS	California Outcomes Measurement System
10	G. CAP	Corrective Action Plan
11	H. CCC	California Civil Code
12	I. CCR	California Code of Regulations
13	J. CEO	County Executive Office
14	K. CESI	Client Evaluation of Self at Intake
15	L. CEST	Client Evaluation of Self and Treatment
16	M. CFR	Code of Federal Regulations
17	N. CHPP	COUNTY HIPAA Policies and Procedures
18	O. CHS	Correctional Health Services
19	P. COI	Certificate of Insurance
20	Q. DATAR	Drug Abuse Treatment Access Report
21	R. D/MC	Drug/Medi-Cal
22	S. DHCS	Department of Health Care Services
23	T. DPFS	Drug Program Fiscal Systems
24	U. DRS	Designated Record Set
25	V. ePHI	Electronic Protected Health Information
26	W. GAAP	Generally Accepted Accounting Principles
27	X. HCA	Health Care Agency
28	Y. HHS	Health and Human Services
29	Z. HIPAA	Health Insurance Portability and Accountability Act of 1996,
30		Public Law 104-191
31	AA. HIV	Human Immunodeficiency Virus
32	AB. HSC	California Health and Safety Code
33	AC. IRIS	Integrated Records and Information System
34	AD. ISO	Insurance Services Office
35	AE. MHP	Mental Health Plan
36	AF. NIATx	Network for Improvement of Addiction Treatment model
37	AG. OCJS	Orange County Jail System

1	AH. OCPD	Orange County Probation Department
2	AI. OCR	Office for Civil Rights
3	AJ. OCSD	Orange County Sheriff's Department
4	AK. OIG	Office of Inspector General
5	AL. OMB	Office of Management and Budget
6	AM. OPM	Federal Office of Personnel Management
7	AN. PA DSS	Payment Application Data Security Standard
8	AO. PC	State of California Penal Code
9	AP. PCI DSS	Payment Card Industry Data Security Standard
10	AQ. PHI	Protected Health Information
11	AR. PII	Personally Identifiable Information
12	AS. PRA	Public Record Act
13	AT. PSN	Parolee Service Network
14	AU. SIR	Self-Insured Retention
15	AV. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
16		
17	AW. USC	United States Code
18	AX. WIC	State of California Welfare and Institutions Code
19		

20 **II. ALTERATION OF TERMS**

21 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully
22 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
23 matter of this Agreement.

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

27
28 **III. ASSIGNMENT OF DEBTS**

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

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1 **IV. COMPLIANCE**

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

4 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
5 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General
6 Compliance Trainings.

7 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
8 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
9 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
10 described in subparagraphs below.

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

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

22 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
23 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
24 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
25 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

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

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

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

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

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

15 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
16 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
17 Agreement.

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

24 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
25 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
26 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
27 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
28 Ineligible Person.

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

35 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
36 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
37 Such individual or entity shall be immediately removed from participating in any activity associated

1 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
2 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall
3 promptly return any overpayments within forty-five (45) business days after the overpayment is verified
4 by the ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

30
31 **V. CONFIDENTIALITY**

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

36 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
37 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and

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

6
7 **VI. COST REPORT**

8 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
9 days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
10 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
11 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
12 between programs, cost centers, services, and funding sources in accordance with such requirements and
13 consistent with prudent business practice, which costs and allocations shall be supported by source
14 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
15 reasonable notice.

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

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

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

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

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

35 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
36 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR

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1 shall document that costs are reasonable and allowable and directly or indirectly related to the services to
2 be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

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

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

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

23 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
24 attached to the Cost Report:

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

34 Signed _____
35 Name _____
36 Title _____
37 Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

1
2 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
3 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
4 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
5 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
6 Any attempted assignment or delegation in derogation of this Paragraph shall be void.

7 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
8 prior written consent of COUNTY.

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

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

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

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

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

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

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

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

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

8
9 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

19
20 **IX. EQUIPMENT**

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

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

37 //

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

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

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

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

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

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

23 24 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

34 35 **XI. INDEMNIFICATION AND INSURANCE**

36 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
37 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special

1 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
2 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
3 including but not limited to personal injury or property damage, arising from or related to the services,
4 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
5 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
6 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
7 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
8 a jury apportionment.

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

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

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

22 E. QUALIFIED INSURER

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

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

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

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

21 G. REQUIRED COVERAGE FORMS

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

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

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

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

31 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
32 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
33 non-contributing.

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

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

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

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

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

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

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

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

22 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

37 //

1 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
2 reimbursement due COUNTY.

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

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

10
11 **XIII. LICENSES AND LAWS**

12 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
13 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
14 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
15 required by the laws, regulations and requirements of the United States, the State of California,
16 COUNTY, and all other applicable governmental agencies.

17 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

1 term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts
2 that subcontractors shall not unlawfully discriminate against any employee or applicant for employment
3 because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
4 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

15 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
16 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
17 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
18 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
19 Such requirements shall be deemed fulfilled by use of the term EOE.

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

25 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
26 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
27 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
28 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
29 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
30 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
31 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
32 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
33 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
34 changed. For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not
35 limited to the following based on one or more of the factors identified above:

36 1. Denying a Participant or potential Participant any service, benefit, or accommodation.

37 //

1 2. Providing any service or benefit to a Participant which is different or is provided in a
2 different manner or at a different time from that provided to other Participants.

3 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed
4 by others receiving any service or benefit.

5 4. Treating a Participant differently from others in satisfying any admission requirement or
6 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
7 any service or benefit.

8 5. Assignment of times or places for the provision of services.

9 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
10 Participants through a written statement that CONTRACTOR and/or subcontractor's Participants may
11 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
12 subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

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

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

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

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

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

33
34 **XVII. NOTICES**

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

37 1. When written and deposited in the United States mail, first class postage prepaid and

1 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
2 by ADMINISTRATOR;

3 2. When faxed, transmission confirmed;

4 3. When sent by Email; or

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

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

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

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

17
18 **XVIII. NOTIFICATION OF DEATH**

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

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

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

29 2. WRITTEN NOTIFICATION

30 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
31 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming
32 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

33 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
34 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
35 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
36 pursuant to this Agreement.

37 //

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

5
6 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

14
15 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

16 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
17 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
18 accordance with this Agreement and all applicable requirements.

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

21 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
22 preparation, and confidentiality of records related to Participant, Participant and/or patient records are
23 met at all times.

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

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

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

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

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

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

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

8
9 **XXIV. SEVERABILITY**

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

15
16 **XXV. SPECIAL PROVISIONS**

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

- 19 1. Making cash payments to intended recipients of services through this Agreement.
- 20 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
21 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
22 of appropriated funds to influence certain federal contracting and financial transactions).
- 23 3. Fundraising.
- 24 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
25 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 26 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
27 services.
- 28 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
29 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
30 salary advances or giving bonuses to CONTRACTOR's staff.
- 31 7. Paying an individual salary or compensation for services at a rate in excess of the current
32 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
33 Schedule may be found at www.opm.gov.
- 34 8. Severance pay for separating employees.
- 35 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
36 codes and obtaining all necessary building permits for any associated construction.

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

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

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

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

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

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

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

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

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

16 1. Funding travel or training (excluding mileage or parking).

17 2. Making phone calls outside of the local area unless documented to be directly for the
18 purpose of Participant care.

19 3. Payment for grant writing, consultants, certified public accounting, or legal services.

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

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

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

28
29 **XXVI. STATUS OF CONTRACTOR**

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

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

4
5 **XXVII. TERM**

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

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

13
14 **XXVIII. TERMINATION**

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

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

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

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

37 //

1 D. CONTINGENT FUNDING

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

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

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

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

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

15 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
16 above, CONTRACTOR shall do the following:

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

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

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

23 4. If Participants are to be transferred to another facility for services, furnish
24 ADMINISTRATOR, upon request, all Participant information and records deemed necessary by
25 ADMINISTRATOR to affect an orderly transfer.

26 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
27 with Participant's best interests.

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

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

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

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

3
4 **XXIX. THIRD PARTY BENEFICIARY**

5 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
6 including, but not limited to, any subcontractors or any Participants provided services pursuant to this
7 Agreement.

8
9 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 PHOENIX HOUSE ORANGE COUNTY, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____ DATED: _____

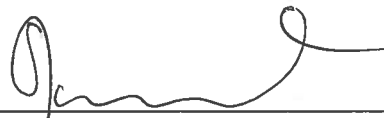
12
13 TITLE: _____

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18 COUNTY OF ORANGE

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20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

29
30
31 BY:  _____ DATED: 4/11/13

32 DEPUTY

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

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 PAROLEE SERVICES NETWORK OUTPATIENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 PHOENIX HOUSE ORANGE COUNTY, INC.
8 JULY 1, 2013 THROUGH JUNE 30, 2014
9

10 **I. DEFINITIONS**

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

13 A. CalOMS means a statewide client-based data collection and outcomes measurement system as
14 required by the State Department of Alcohol and Drug Programs to effectively manage and improve the
15 provision of alcohol and other drug services at the state, COUNTY, and provider levels.

16 B. CESI/CEST means self-administered survey instruments designed to assess Participants'
17 motivation for change, engagement in treatment, social and peer support, and other psychosocial
18 indicators of progress in recovery.

19 C. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR staff in
20 which specific information about the Participant is gathered including the ability to pay and standard
21 admission forms pursuant to the Agreement.

22 D. IRIS means a collection of applications and data bases that serve the needs of programs within
23 HCA and includes functionality such as registration and scheduling, laboratory information system,
24 billing and reporting capabilities, compliance with regulatory requirements, electronic medical records
25 and other relevant applications.

26 E. Linkage means connecting Participants to ancillary services such as outpatient treatment and
27 supportive services which may include self-help groups, social services, rehabilitation services,
28 vocational services, job training services or other appropriate services.

29 F. Participant means a parolee who has a substance use disorder, for whom a COUNTY approved
30 intake and admission for outpatient services as appropriate, have been completed pursuant to the
31 Agreement.

32 G. Participant Completion means the completion of the outpatient treatment (recovery) program
33 whereby the Participant has successfully completed all goals and objectives for all phases and length of
34 treatment authorized by ADMINISTRATOR and documented in the Participant's treatment plan.

35 H. Program Protocol means the written program description goals, objectives and policies
36 established by CONTRACTOR for the outpatient treatment programs provided pursuant to the
37 Agreement.

1 I. Token means the security device which allows an individual user to access the
2 ADMINISTRATOR computer based IRIS.

3 J. Therapeutic activity means activities such as individual counseling, groups, and self-help
4 groups, but excludes chores and recreational activities. These activities shall incorporate best practices
5 and evidence-based approaches.

6 K. Unit of Service means a face-to-face contact, which results in a record of Therapeutic Activity
7 in a Participant's chart.

8
9 **II. BUDGET**

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

11
12 ADMINISTRATIVE COST

13 Indirect Costs \$ 9,749

14 SUBTOTAL ADMINISTRATIVE COST \$ 9,749

15
16 PROGRAM COST

17 Salaries \$29,711

18 Benefits 9,211

19 Services and Supplies 5,595

20 SUBTOTAL PROGRAM COST \$44,517

21
22 GROSS COST \$54,266

23
24 MAXIMUM OBLIGATION \$54,266

25
26 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
27 Paragraph to this Exhibit A to the Agreement.

28
29 **III. PAYMENTS**

30 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
31 of providing the services described hereunder, less revenues which are actually received by
32 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to COUNTY,
33 state, and federal regulations. Non-compliance will require the completion of CAP by CONTRACTOR.
34 If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be
35 reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to
36 non-compliance with licensure and/or certification standards of the state, COUNTY, or OCPD,

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1 ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of
2 time that CONTRACTOR is ineligible to provide services.

3 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
4 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
5 the total of such payments shall not exceed the COUNTY's Maximum Obligation of the Agreement.
6 CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such
7 information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) day of the
8 month. Invoices received after the due date may not be paid within the same month. Payments to
9 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
10 receipt of the correctly completed invoice.

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

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

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

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

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

25 H. In conjunction with the Subparagraph III.A. above, Units of Service shall not be entered in the
26 IRIS system for services not rendered. If information has been entered, corrections will be made within
27 ten (10) business days from notification of ADMINISTRATOR.

28 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
29 Payments Paragraph of this Exhibit A to the Agreement.

30
31 **IV. RECORDS**

32 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance
33 with the ADMINISTRATOR Guidelines on each individual Participant in sufficient detail to permit an
34 evaluation of services, which shall include, but need not be limited to:

35 1. PSN CAF.

36 2. Treatment/Recovery plans, which shall be documented on the Participant's record within
37 thirty (30) calendar days from the date of admission.

1 3. An admission record shall include documentation that outpatient services are appropriate
2 for the Participant. Such documentation, made within 30 calendar days of admission, shall include a
3 comprehensive psychosocial assessment.

4 B. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
5 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
6 type of service for which payment is claimed in accordance with GAAP, the ASRS Manual, and the
7 DPFS Manual.

8 1. Any apportionment of or distribution of costs, including indirect costs, to or between
9 programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with
10 GAAP, the ASRS Manual, and the DPFS Manual.

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

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

16 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
17 Records Paragraph of this Exhibit A to the Agreement.

18 **V. REPORTS**

19 **A. MONTHLY PROGRAMMATIC**

20 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
21 including information required and on a form approved or provided by ADMINISTRATOR, in
22 conjunction with the billing described in the Payments Paragraph of this Exhibit A to the Agreement.
23 These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth
24 (10th) business day of the month following the report month.
25

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

31 **B. FISCAL**

32 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
33 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by
34 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's
35 program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement.
36 The reports shall be received by ADMINISTRATOR no later than twenty (20) days following the end of
37 the month reported.

1 consistent with COUNTY's holiday schedule, unless otherwise authorized in advance and in writing by
2 ADMINISTRATOR.

3 B. PERSONS TO BE SERVED

4 1. COUNTY and CONTRACTOR mutually agree that persons to be served under the terms of
5 the Agreement are adult male and female parolees over the age of eighteen (18) years, with a substance
6 abuse disorder.

7 2. CONTRACTOR shall only provide services, under the Agreement, to those Participants
8 referred by ADMINISTRATOR. At its sole discretion, ADMINISTRATOR shall make referrals as
9 needed to meet the requirements of the PSN Program. All referrals shall be initiated by
10 ADMINISTRATOR's designated staff. CONTRACTOR shall accept all said referrals.

11 C. ADMISSIONS FOR SERVICES

12 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
13 with program rules and regulations. Said persons shall include persons living with HIV disease, as well
14 as persons with a concurrent diagnosis of mental illness, i.e. those identified as having a dual diagnosis.
15 Persons with a co-occurring mental illness and others who require prescribed medication shall not be
16 precluded from acceptance or admission solely based on their illicit use of prescribed medications.

17 2. CONTRACTOR shall have a policy that requires Participant who shows signs of
18 communicable disease, or through medical disclosure during the intake process admit to a health-related
19 problem that would put others at risk, to be cleared medically before services are provided by the
20 programs.

21 3. CONTRACTOR shall only admit a parolee referred by ADMINISTRATOR, upon receiving
22 a referral from ADMINISTRATOR designated staff.

23 a. ADMINISTRATOR will conduct an assessment utilizing the CAF and fax this referral
24 to CONTRACTOR. CONTRACTOR shall enter admission data on the CAF and fax it back to
25 ADMINISTRATOR upon admission of the parolee into program.

26 b. CONTRACTOR shall have the right to refuse admission of a person only in accordance
27 with its written policy; provided however, CONTRACTOR shall comply with the Nondiscrimination
28 Paragraph of the Agreement.

29 D. UNITS OF SERVICE

30 1. CONTRACTOR shall maintain an average monthly caseload of thirty (30) Participants.

31 2. CONTRACTOR shall provide a minimum of seven hundred eighty (780) Individual/Family
32 and two thousand three hundred forty (2,340) Group Units of Substance Abuse Outpatient Service.

33 a. Any units counted for individual and group therapy must include justification in the
34 Participant's record that a Therapeutic Activity was provided.

35 b. The unit count for group therapy is based on the number of Participants in the group. A
36 group therapy session with four (4) Participants would be counted as four (4) units.

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1 c. Participants shall receive a minimum of five (5) hours of face-to-face activities over at
2 least three (3) visits per week.

3 d. Participants determined to need only nonresidential relapse prevention shall receive a
4 minimum of one and one-half (1-1/2) to three (3) hours of face-to-face activities scheduled over one (1)
5 to three (3) visits per week. Nonresidential relapse prevention should only be utilized after a period of
6 treatment services at a higher level of intensity.

7 e. Family members of Participants admitted to the program and currently receiving
8 treatment may be seen with or without the Participant present and be counted as a unit of service.

9 E. SERVICES TO BE PERFORMED – CONTRACTOR shall provide certified substance use
10 disorder outpatient treatment in accordance with the standards established by ADMINISTRATOR and
11 the California State Department of Alcohol and Drug Programs within the specifications stated herein,
12 unless otherwise authorized by ADMINISTRATOR. Outpatient treatment services shall be provided for
13 no more than one hundred eighty (180) days of duration, unless approved in writing by
14 ADMINISTRATOR. CONTRACTOR’s services shall include, but not be limited to, the following:

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

20 2. Crisis Intervention – CONTRACTOR shall provide crisis intervention which is emergency
21 assessment and counseling with the Participant and/or family member(s) in a crisis situation, when
22 deemed necessary.

23 3. Case Management – CONTRACTOR shall provide Case Management services, by
24 contacting outside agencies and making referrals for services outside the scope of comprehensive
25 substance abuse services as identified in the Participant’s treatment plan as necessary to the Participant’s
26 recovery. Such concomitant services include academic education, vocational training, medical and
27 dental treatment, pre-and post-counseling and testing for infectious diseases, legal assistance, job search
28 assistance, financial assistance, childcare, and self-help programs such as twelve (12) step programs.
29 Said referrals shall be documented in the progress notes.

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

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1 5. Program Orientation – During the first seventy-two (72) hours of a Participant’s admission
2 into the Program, CONTRACTOR shall provide an overview of the Program. The program orientation
3 shall include, but not be limited to:

- 4 a. Overview of program structure, schedules, and rules;
- 5 b. Program rules and regulations;
- 6 c. Policies regarding Participant fees;
- 7 d. Participant rights;
- 8 e. Assignment of a counselor;
- 9 f. Staff code of conduct; and
- 10 g. Continuing care services.

11 6. Treatment/Recovery Plan – CONTRACTOR shall develop an individual treatment plan, in
12 conjunction with ADMINISTRATOR and the California Department of Corrections staff that specifies
13 the minimum and/or maximum length of program services. A treatment plan should be developed with
14 each Participant within thirty (30) days of admission into the program, which shall be based upon the
15 Participant’s needs identified in the assessment process. Each treatment plan shall include identification
16 of a minimum of three (3) problem areas, individualized goals for addressing the identified needs, with
17 action steps, target dates and dates of resolution for each. Every thirty (30) days, CONTRACTOR shall
18 review and document, with the Participant, the Participant’s progress on the treatment plan.
19 CONTRACTOR shall update the treatment plan when a change in problem identification focus of
20 recovery or treatment occurs or no later than ninety (90) calendar days after signing the initial treatment
21 plan, and no later than every ninety (90) calendar days thereafter.

22 7. Therapeutic Activity – CONTRACTOR shall provide Therapeutic Activity such as
23 individual counseling and group counseling. These activities shall incorporate best practices and
24 evidence-based approaches. Individual and Group counseling shall consist of the following:

25 a. Individual Counseling – CONTRACTOR shall provide individual counseling to
26 Participants.

27 b. 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 1) Substance abuse education;
- 32 2) Conflict resolution, skills building;
- 33 3) Trauma (abuse and violence);
- 34 4) Relapse prevention;
- 35 5) Life skills and vocational pursuits;
- 36 6) Personal values, social relations, family functioning, vocational pursuits, coping

37 mechanisms and related issues;

1 7) Mechanisms for building self-esteem, value clarification and personal
2 assertiveness;

3 8) Anger management, criminal thinking and thinking errors, death and grief;

4 9) Cultural and acculturation issues; and

5 10) Co-occurring diagnosis issues.

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

15 9. Collateral Services – CONTRACTOR shall provide, as appropriate and documented in the
16 Participant file, individual and group sessions for family members and/or significant others of the
17 Participant. These services shall address family and/or relationship dynamics, which, could contribute to
18 the Participant's relapse and/or potential or actual abuse in the family or relationship system. Collateral
19 Services shall include the Participant unless determined inappropriate by the counselor.

20 10. Transition/Exit Planning - CONTRACTOR shall begin discharge planning immediately
21 after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen (14) calendar
22 days prior to Participant's planned discharge from the program. The transition/exit plan shall be
23 completed and signed by CONTRACTOR and Participant. The transition/exit plan shall include:

24 a. Identifying the Participant's achievements while in the outpatient treatment program
25 such as meeting or progressing towards educational or vocational goals.

26 b. A strategy or strategies to assist the Participant in maintaining an alcohol and drug free
27 lifestyle.

28 c. A continuing treatment exit plan that includes referral and transition of the Participant
29 to support services such as self-help groups, continuing education, vocational rehabilitation, job training,
30 and other social services, if needed, and document this in the Participant's chart. The continuing
31 treatment plan shall also include the goals identified in the Participant's treatment plan.

32 d. Referrals to appropriate non-substance abuse resources such as continuing education
33 and vocational rehabilitation.

34 11. Referral and Follow-up – CONTRACTOR shall provide effective linkage of a Participant to
35 other ancillary services with follow-up to be documented in the Participant file. Referrals shall also be
36 made for individuals having special needs, such as persons living with HIV disease. Referrals shall be
37 sensitive to the Participant's cultural needs. Such referrals shall be documented in the Participant's files.

1 If a Participant is identified to require higher level of treatment, linkage to outpatient treatment will be
2 made and contractor will make best effort to document this in the Participant's file.

3 12. Discharge Summary – CONTRACTOR shall develop written procedures regarding
4 Participant discharge. Written criteria for the discharge summary shall include:

- 5 a. Reason for discharge;
- 6 b. Description of treatment episodes or recovery services;
- 7 c. Current alcohol and/or drug usage at discharge;
- 8 d. Vocational and educational achievements;
- 9 e. Legal status;
- 10 f. Linkages and referrals made; and
- 11 g. Participants comments.

12 F. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

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

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

22 b. CONTRACTORS shall, based on information provided by Participant on the health
23 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory
24 examinations.

25 1) CONTRACTOR shall obtain a copy of Participant's medical clearance or release
26 prior to Participant's admission to the program, when applicable.

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

28 2. CONTRACTOR shall provide directly or by referral: HIV education, voluntary,
29 confidential HIV antibody testing and risk assessment and disclosure counseling.

30 3. The programs shall have and post written procedures for obtaining medical or psychiatric
31 evaluation and emergency services.

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

34 G. DRUG SCREENING

35 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
36 screening that includes unannounced drug and/or alcohol testing at a minimum of one (1) time per
37 month for all Participants. The urine specimen collection shall be observed by same sex staff. This

1 policy shall be approved by ADMINISTRATOR. For those situations where alcohol and/or drug
2 screening is deemed appropriate and necessary, CONTRACTOR shall:

3 a. Establish procedures that protect against the falsification and/or contamination of
4 anybody specimen sample collected for drug screening;

5 b. Document results of the drug screening in the Participant's files; and

6 c. Drug screening shall not be reimbursed by PSN funds.

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

12 H. PERFORMANCE OUTCOMES

13 1. CONTRACTOR shall be required to achieve performance objectives for, tracking and
14 reporting performance outcome objective statistics in monthly programmatic reports, as appropriate.
15 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the
16 objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR
17 and ADMINISTRATOR.

18 2. Performance Outcome Objectives

19 a. Objective 1: CONTRACTOR shall provide effective outpatient substance abuse
20 assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as
21 measured by retention and completion rates.

22 1) Retention rates shall be calculated by number of Participants currently enrolled in
23 or successfully completed their treatment program divided by the total number of Participants served
24 during the evaluation period.

25 2) Completion rates shall be calculated by the number of Participants successfully
26 completing the treatment program divided by the total number of Participants discharged during the
27 evaluation period.

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

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

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

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

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

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

- 9 1) Reduced waiting times;
- 10 2) Reduced no-shows;
- 11 3) Increased admissions; and
- 12 4) Increased continuation in treatment

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

16 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
17 with respect to any person is served under the terms of the Agreement. Further, CONTRACTOR agrees
18 that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion,
19 religious creed or cult, denomination or sectarian institution, or religious belief.

20 K. OCPD GUIDELINES – CONTRACTOR shall apply for and receive approval of the OCPD to
21 provide outpatient treatment services. CONTRACTOR shall recognize the authority of OCPD as
22 officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR’s
23 program of Alcohol and Drug Abuse Outpatient Treatment Services.

24 L. CONTRACTOR shall recognize the authority of the California Department of Corrections
25 (Parole Officer), and shall extend cooperation to Parole Officer within the constraints of
26 CONTRACTOR’S program of Alcohol and Drug Abuse Treatment Services.

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

30 N. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
31 for appropriate individual staff to access the IRIS at no cost to the CONTRACTOR. A Token is the
32 security device which allows an individual user to access the IRIS.

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

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

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

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

- 5 a. Token of each staff member who no longer supports the Agreement;
- 6 b. Token of each staff member who no longer requires access to the IRIS;
- 7 c. Token of each staff member who leaves employment of CONTRACTOR; and
- 8 d. Tokens which are malfunctioning.

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

11 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through
12 acts of negligence.

13 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
14 Services Paragraph of this Exhibit A to the Agreement.

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16 **VII. STAFFING**

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

PROGRAM	<u>FTEs</u>
Program Director	0.01
Outpatient Program Coordinator	0.28
Outpatient Counselor	0.28
Family Therapist	0.07
Licensed Clinical Specialist	<u>0.07</u>
TOTAL FTEs	0.71

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

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

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

8 E. CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the
9 provision of services to the Participants prior to such staff becoming involved with the Participants.
10 CONTRACTOR shall provide copies of the criminal record reviews to ADMINISTRATOR within ten
11 (10) days of receiving such reviews.

12 F. STAFF CONDUCT – CONTRACTOR shall establish a written policies for employees,
13 volunteers, interns, and members of the Board of Directors which shall include, but not be limited to,
14 standards related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual
15 conduct with Participant; prohibition of forging or falsifying documents or drug tests; and real or
16 perceived conflict of interest. Prior to providing any services pursuant to the Agreement all employees,
17 volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies. A
18 copy of the said policies shall be updated annually by the Board of Directors and posted in writing in a
19 prominent place in the treatment facility.

20 G. CONTRACTOR shall provide pre-employment screening of any staff person providing adult
21 service pursuant to the Agreement. All staff shall pass an COUNTY criminal justice background check
22 conducted by OCPD on an annual basis. Program directors, managers and other supervisory staff will
23 be requested to voluntarily submit to a more extensive background check, including “live scan”
24 fingerprinting. The results of the fingerprint checks will be sent directly from the Department of Justice
25 to OCPD.

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

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

29 b. No person shall have been convicted of an arson offence – Violation of Penal Code
30 sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

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

34 d. No person shall be on parole or probation;

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

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

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

7 H. All program staff having direct contact with Participants shall, within the first (1st) year of
8 employment, be trained in infectious disease recognition, crisis intervention, and to recognize physical and
9 psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall provide
10 on-going training in topics related to alcohol and drug use on an annual basis.

11 I. All staff providing services shall be licensed and/or certified in accordance with State
12 requirements/and professional guidelines, as applicable.

13 J. Staffing levels and qualifications shall meet the requirements of the State of California, Health
14 and Human Services Agency's Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
15 Certification Standards.

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

23 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
24 Staffing Paragraph of this Exhibit A to the Agreement.

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