

1 AGREEMENT FOR PROVISION OF
2 PAROLEE SERVICES NETWORK RESIDENTIAL SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 COOPER FELLOWSHIP, INC.
7 JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2014

8
9 THIS AGREEMENT entered into ~~this~~ 1st day of July ~~2012~~2013, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 COOPER FELLOWSHIP, INC., a California nonprofit corporation (CONTRACTOR). This Agreement
12 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

13
14 **W I T N E S S E T H:**

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Parolee Services Network Residential Services described herein to the residents of Orange County; and

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

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

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CONTENTS

1
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4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
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36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	4
I. Acronyms	5
II. Alteration of Terms	6 6
III. Assignment of Debts	6 6
IV. Compliance.....	7
V. Confidentiality.....	9 10
VI. Cost Report.....	10 11
VII. Delegation, Assignment and Subcontracts	12 13
VIII. Employee Eligibility Verification	14
IX. Equipment	13 15
X. Facilities, Payments and Services	14 16
XI. Indemnification and Insurance.....	16
XII. Inspections and Audits	19
XIII. Licenses and Laws.....	20
XIV. Literature and , Advertisements <u>and Social Media</u>	23
XV. Maximum Obligation.....	24
XVI. Nondiscrimination.....	24
XVII. Notices	26
XVIII. Notification of Death.....	27
XIX. Notification of Public Events and Meetings.....	28
XX. Records Management and Maintenance.....	28
XXI. <u>Research and Publication</u>	<u>30</u>
XXI . XXII . Revenue	30
XXIII . <u>Right to Work and Minimum Wage Laws</u>	<u>30</u>
XXII . XXIV . Severability	31
XXIII . XXV . Special Provisions	31
XXIV . XXVI . Status of Contractor.....	33
XXV . XXVII . Term.....	34
XXVI . XXVIII . Termination.....	34
XXVII . XXIX . Third Party Beneficiary.....	36
XXVIII . XXX . Waiver of Default or Breach.....	36
Signature Page.....	37

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Definitions.....	1 1
II. Budget.....	2
III. Payments.....	3
IV. Records.....	4
V. Reports.....	5
VI. Services.....	6
VII. Staffing.....	15

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2013 through June 30, ~~2013~~2014

Maximum Obligation: \$167,353

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~Executive Director~~ Cooper Fellowship, Inc.
~~Cooper Fellowship, Inc.~~
 P.O. Box 3129
 Santa Ana, CA 92703-0129
 Richard Bonner, Executive Director
 junglelaw7@aol.com

CONTRACTOR's Insurance Coverages:

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

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I. ~~ACRONYMS~~ ACRONYMS

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

1			
2			
3			
4	A.	ADAS	<u>Alcohol and Drug Abuse Services</u>
5	B.	ADP	<u>Alcohol and Drug Program</u>
6	C.	ARRA	<u>American Recovery and Reinvestment Act</u>
7	D.	C.	<u>ASRS Alcohol and Drug Programs Reporting System</u>
8	E.	D.	<u>CAF Client Admissions Form</u>
9	F.	E.	<u>CalOMS California Outcomes Measurement System</u>
10	G.	F.	<u>Corrective Correction Action Plan</u>
11	H.	G.	<u>CCC California Civil Code</u>
12	I.	H.	<u>CCR California Code of Regulations</u>
13	J.	CEO	<u>County Executive Office</u>
14	K.	I.	<u>CESI Client Evaluation of Self at Intake</u>
15	L.	J.	<u>CEST Client Evaluation of Self and Treatment</u>
16	M.	K.	<u>CFR Code of Federal Regulations</u>
17	N.	L.	<u>CHPP COUNTY HIPAA Policies and Procedures</u>
18	O.	M.	<u>CHS Correctional Health Services</u>
19	P.	COI	<u>Certificate of Insurance</u>
20	Q.	N.	<u>D/MC Drug/Medi-Cal</u>
21	R.	O.	<u>DATAR Drug Abuse Treatment Access Report</u>
22	P.	DHCS	<u>Department of Health Care Services</u>
23	S.	Q.	<u>DPFS Drug Program Fiscal Systems</u>
24	T.	R.	<u>DRS Designated Record Set</u>
25	U.	ePHI	<u>Electronic Protected Health Information</u>
26	V.	GAAP	<u>Generally Accepted Accounting Principles</u>
27	W.	S.	<u>HCA Health Care Agency</u>
28	X.	T.	<u>HHS Health and Human Services</u>
29	Y.	U.	<u>HIPAA Health Insurance Portability and Accountability Act of 1996,</u>
30			<u>Public Law 104-191</u>
31	Z.	V.	<u>HIV Human Immunodeficiency Virus</u>
32	AA.	W.	<u>HSC California Health and Safety Code</u>
33	AB.	X.	<u>IRIS Integrated Record Records and Information System</u>
34	AC.	ISO	<u>Insurance Services Office</u>
35	AD.	Y.	<u>MHP Mental Health Plan</u>
36	AE.	Z.	<u>NIATx Network for Improvement of Addiction Treatment <u>model</u></u>
37	AF.	AA.	<u>OCJS Orange County Jail System</u>

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

II. ALTERATION OF TERMS

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

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

III. ~~ASSIGNMENT OF DEBTS~~ ASSIGNMENT OF DEBTS

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

1 said persons, shall be immediately given to COUNTY.

2 //

3 IV. COMPLIANCE

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

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

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

18 ~~3.~~ 2. CONTRACTOR has the option to adhere to ADMINISTRATOR's HCA's
19 Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's
20 Compliance Program has and Code of Conduct have been verified to include all required elements by
21 ADMINISTRATOR's Compliance Officer as described in ~~Subparagraphs A.4., A.5., A.6., and~~
22 A.7. subparagraphs below.

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

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

30 ~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if ~~CONTRACTOR's~~
31 CONTRACTOR Compliance Program and Code of Conduct contains all required elements.
32 CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and
33 agree to the ADMINISTRATOR's HCA's Compliance Program and Code of Conduct if the
34 ADMINISTRATOR's CONTRACTOR's Compliance Program and Code of Conduct does not contain
35 all required elements.

36 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
37 CONTRACTOR's CONTRACTOR Compliance Program and Code of Conduct contains all required

1 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made
2 aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

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

15 ~~1.~~ //

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

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

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

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

30 ~~23.~~ CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
31 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
32 Agreement.

33 ~~34.~~ CONTRACTOR shall screen all current Covered Individuals and subcontractors
34 semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons.
35 CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are
36 eligible to participate in all federal and State of California health programs and have not been excluded
37 or debarred from participation in any federal or state health care programs, and to further represent to

1 CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

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

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

37 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~

~~establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

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

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

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

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

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

~~E.~~ D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

V. CONFIDENTIALITY~~CONFIDENTIALITY~~

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and

1 regulations, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter
2 be amended or changed.

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

10 **VI. ~~COST REPORT~~ COST REPORT**

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

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

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

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

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

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

1 Agreement shall be immediately reimbursed to COUNTY.

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

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

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

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

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

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

36 #
37 #

1 Signed _____
 2 Name _____
 3 Title _____
 4 Date _____ "

5
 6 **VII. ~~DELEGATION AND ASSIGNMENT~~ DELEGATION, ASSIGNMENT, AND**
 7 **SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

25
26 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION EMPLOYEE ELIGIBILITY**
27 **VERIFICATION**

28 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
29 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
30 consultants performing work under this Agreement meet the citizenship or alien status requirement set
31 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
32 subcontractors, and consultants performing work hereunder, all verification and other documentation of
33 employment eligibility status required by federal or state statutes and regulations including, but not
34 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
35 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
36 covered employees, subcontractors, and consultants for the period prescribed by the law.
37

IX. ~~EQUIPMENT~~EQUIPMENT

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

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

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

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

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

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

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

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

3
4 **X. ~~FACILITIES, PAYMENTS AND SERVICES~~ FACILITIES, PAYMENTS AND SERVICES**

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

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

14 //

15 **XI. ~~INDEMNIFICATION AND INSURANCE~~ INDEMNIFICATION AND INSURANCE**

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

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

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

36 #

37 SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on

1 the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of
 2 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk
 3 Management.

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

6 E. QUALIFIED INSURER

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

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

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

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

34 G. REQUIRED COVERAGE FORMS

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

37 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,

1 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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

4 ~~1. — 1. "The~~ An Additional Insured endorsement using ISO form CG 2010 or CG 2033
5 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
6 employees, agents as Additional Insureds.

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

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

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

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

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

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

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

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

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

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

36 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
37 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY

1 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be
2 in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

6 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

32
33 **XII. ~~INSPECTIONS AND AUDITS~~ INSPECTIONS AND AUDITS**

34 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
35 of the State of California, the Secretary of the United States Department of Health and Human Services,
36 the Comptroller General of the United States, or any other of their authorized representatives, shall have
37 access to any books, documents, and records, including but not limited to, financial statements, general

1 ledgers, relevant accounting systems, medical and Participant records, of CONTRACTOR that are
 2 directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or
 3 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of
 4 retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such
 5 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
 6 Agreement, and the premises in which they are provided.

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

11 C. AUDIT RESPONSE

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

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

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

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

31
 32 **XIII. ~~LICENSES AND LAWS~~ LICENSES AND LAWS**

33 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 34 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 35 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 36 required by the laws ~~and~~, regulations and requirements of the United States, the State of California,
 37 COUNTY, and ~~any~~ all other applicable governmental agencies. CONTRACTOR shall notify

1 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
 2 pendency of ~~an appeal, such~~any hearings or appeals, permits, licenses, approvals, certificates,
 3 accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

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

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

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

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

13 ~~5. HSC, §§11839 through 11839.22~~

14 ~~6. HSC, §11864~~

15 ~~7. HSC, §11876(a)~~

16 ~~8. HSC, §§123110 through 123149.5.~~

17 ~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.~~

18 ~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.~~

19 ~~11. 41 CFR, Public Contracts and Property Management.~~

20 ~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~

21 ~~13. 45 CFR 93, New Restrictions on Lobbying.~~

22 ~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~

23 ~~15. 45 CFR 96.132(e), Additional Agreements.~~

24 ~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~

25 ~~17. 45 CFR 160, General Administrative Requirements.~~

26 ~~18. 45 CFR 162, Administrative Requirements.~~

27 ~~19. 45 CFR 164, Security And Privacy.~~

28 ~~20. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~

29 ~~21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to~~
 30 ~~influence certain federal contracting and financial transactions.~~

31 ~~22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.~~

32 ~~23. 42 USC, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
 33 ~~Health Services Administration.~~

34 ~~24. 42 USC, Chapter 6A, Subchapter III A, Part D, 290dd-2, Confidentiality of Records.~~

35 ~~25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health~~
 36 ~~services facilities and organizations.~~

37 ~~26. 42 USC, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative~~

~~Simplification.~~

~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~

~~28. 42 USC 6101, Age Discrimination Act of 1975~~

~~29. 42 USC 2000d, Civil Rights~~

~~30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants."~~

~~31. 8 USC, 1324, Immigration Reform & Control Act, 1986~~

~~32. CCC §§56 through 56.37, Confidentiality of Medical Information.~~

~~33. CCC §§1798.80 through 1798.82, Customer Records.~~

~~34. CCC §1798.85, Confidentiality of Social Security Number.~~

~~35. CCR, Title 9, Division 4; and Title 22.~~

~~36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.~~

~~37. U.S. Department of Health and Human Services Grants Policy Statement.~~

~~38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol and Drug Programs, 2003~~

~~39. 45 CFR 96.124(e)~~

~~40. State of California, Department of Social Services, Community Care Licensing Division requirements for Group Homes.~~

~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

1 grounds for termination of this Agreement.

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

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

8 1. ARRA of 2009.

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

11 3. 42 USC §§ 3601-3619, the Fair Housing Act.

12 4. U.S. Department of Housing and Urban Development.

13
14 **XIV. ~~LITERATURE AND ADVERTISEMENTS~~ LITERATURE, ADVERTISEMENTS, AND**
15 **SOCIAL MEDIA**

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

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

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

29 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
30 available social media sites) in support of the services described within this Agreement,
31 CONTRACTOR shall develop social media policies and procedures and have them available to
32 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
33 forms of social media used to either directly or indirectly support the services described within this
34 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
35 they pertain to any social media developed in support of the services described within this Agreement.
36 CONTRACTOR shall also include any required funding statement information on social media when
37 required by ADMINISTRATOR.

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

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

6 //

7 **XV. ~~MAXIMUM OBLIGATION~~ MAXIMUM OBLIGATION**

8 A. The Maximum Obligation of COUNTY for services provided in accordance with this
9 Agreement ~~is~~ as specified in the Referenced Contract Provisions of this Agreement.

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

12
13 **XVI. ~~NONDISCRIMINATION~~ NONDISCRIMINATION**

14 A. EMPLOYMENT

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

24 ~~2. CONTRACTOR shall warrant that the evaluation and treatment of employees and~~
25 ~~applicants for employment are free from discrimination~~ CONTRACTOR and its Covered Individuals
26 shall not discriminate against employees or applicants for employment in the areas of employment,
27 promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
28 pay or other forms of compensation; and selection for training, including apprenticeship.

29 ~~3. -There shall be posted~~ CONTRACTOR shall not discriminate between employees with
30 spouses and employees with domestic partners, or discriminate between domestic partners and spouses
31 of those employees, in the provision of benefits.

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

35 ~~25.~~ All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
36 ~~and/or subcontractor~~ shall state that all qualified applicants will receive consideration for employment
37 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,

1 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
 2 Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity~~
 3 ~~employer."~~ term EOE.

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

9 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR ~~and/or subcontractor~~ shall not
 10 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 11 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 12 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
 13 in accordance with Title IX of the Education Amendments of 1972; ~~as they relate to 20 USC §1681 -~~
 14 ~~§1688;~~ Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 15 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 16 Regulations, ~~as applicable~~, and all other pertinent rules and regulations promulgated pursuant thereto,
 17 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 18 changed.

19 ~~1.~~ For the purpose of this ~~Subparagraph B., discrimination~~ Nondiscrimination paragraph,
 20 Discrimination includes, but is not limited to the following based on one or more of the factors
 21 identified above:

- 22 ~~a~~1. Denying a Participant or potential Participant any service, benefit, or accommodation.
- 23 ~~b~~2. Providing any service or benefit to a Participant which is different or is provided in a
 24 different manner or at a different time from that provided to other Participants.
- 25 ~~e~~3. Restricting a Participant in any way in the enjoyment of any advantage or privilege
 26 enjoyed by others receiving any service or benefit.
- 27 ~~d~~4. Treating a Participant differently from others in satisfying any admission requirement or
 28 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 29 any service or benefit.
- 30 ~~e~~5. Assignment of times or places for the provision of services.

31 C. COMPLAINT PROCESS ~~2. Complaint Process~~ – CONTRACTOR shall
 32 establish procedures for advising all Participants through a written statement that
 33 ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's Participants may file all complaints alleging
 34 discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 35 ADMINISTRATOR; or the U.S. Department of Health and Human Services' OCR. ~~CONTRACTOR's~~
 36 ~~statement shall advise Participants of the following:~~

- 37 ~~a. In those cases where the Participant's complaint is filed initially with the OCR, the~~

~~OCR may proceed to investigate the Participant's complaint, or the OCR may request COUNTY to conduct the investigation.~~

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

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

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

~~D~~

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

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

XVII. ~~NOTICES~~NOTICES

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

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

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
2 Parcel Service, or other expedited delivery service.

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

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

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

11
12 **XVIII. NOTIFICATION OF DEATH**

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

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

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

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

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

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

29 ~~3. The telephone report and written Notification of Non Terminal Illness Death~~

30 b. TERMINAL ILLNESS – ~~shall contain the name of the deceased, the date and time of death, the~~
31 ~~nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~
32 ~~knowledge of the incident.~~

33 ~~B. TERMINAL ILLNESS DEATH~~

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

1 ~~and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~
 2 ~~knowledge of the incident~~ pursuant to this Agreement.

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

8 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

16 **XX. RECORDS MANAGEMENT AND MAINTENANCE** 17 **RECORDS MANAGEMENT AND** 18 **MAINTENANCE**

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

22 ~~B. — 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),~~
 23 ~~75055(a), 75343(a), and 77143(a).~~

24 ~~— 2. State of California, Department of ASRS manual.~~

25 ~~— 3. State of California, DPFS manual.~~

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

27 ~~— 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

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

36 #

37 ~~— D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,~~

1 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

2 EC. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
3 preparation, and confidentiality of records related to Participant, Participant and/or patient records are
4 met at all times.

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

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

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

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

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

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

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

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

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

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

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

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

37 LE. CONTRACTOR shall make records pertaining to the costs of services, ~~participant~~ Participant

1 fees, charges, billings, and revenues available at one (1) location within the limits of the County of
2 Orange.

3 ~~MF.~~ If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
4 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
5 CONTRACTOR.

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

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

11
12 **XXI. REVENUE RESEARCH AND PUBLICATION**

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

15
16 **XXII. REVENUE**

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

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

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

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

34 #
35 #
36 #

37 **XXIII. SEVERABILITY**

RIGHT TO WORK AND MINIMUM WAGE LAWS

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

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

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

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

XXIV. SEVERABILITY

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

XXV. ~~SPECIAL PROVISIONS~~ SPECIAL PROVISIONS

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

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

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

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

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

1 alcohol.

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

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

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

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

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

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

12 ~~2~~ 1. Funding travel or training (excluding mileage or parking) ~~not approved by~~
13 ~~ADMINISTRATOR.~~

14 32. Making phone calls outside of the local area unless documented to be directly for the
15 purpose of Participant care.

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

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

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

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

27 **XXVI. STATUS OF CONTRACTOR STATUS OF CONTRACTOR**

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

1 any manner to be ~~COUNTY~~COUNTY's employees.

2 #

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

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

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

11
12 **XXVIII. ~~TERMINATION~~TERMINATION**

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

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

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

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

35 **D. CONTINGENT FUNDING**

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

1 COUNTY's expenditures, and

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

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

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

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

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

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

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

20 4. If Participants are to be transferred to another facility for services, furnish
21 ADMINISTRATOR, upon request, all Participant information and records deemed necessary by
22 ADMINISTRATOR to ~~effect~~affect an orderly transfer.

23 45. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
24 with Participant's best interests.

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

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

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

35 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
36 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
37

XXIX. ~~THIRD PARTY BENEFICIARY~~ THIRD PARTY BENEFICIARY

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

#

~~XXX. WAIVER OF DEFAULT OR BREACH~~

WAIVER OF DEFAULT OR BREACH

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

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

3
4 COOPER FELLOWSHIP, INC.
5

6
7 BY: - _____ DATED: _____
8

9 TITLE: _____
10

11
12 BY: - _____ DATED: _____
13

14 TITLE: _____
15

16
17
18 COUNTY OF ORANGE
19

20
21 BY:- _____ DATED: _____
22

23 HEALTH CARE AGENCY
24

25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30
31 BY:- _____ DATED: _____
32

33 DEPUTY
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 ~~HCA~~ ADMINISTRATOR.

EXHIBIT A
 TO ~~AGREEMENT~~ AGREEMENT FOR PROVISION OF
 PAROLEE SERVICES NETWORK RESIDENTIAL SERVICES
 WITH
 COOPER FELLOWSHIP, INC.
 JULY 1, ~~2012~~ 2013 THROUGH JUNE 30, ~~2013~~ 2014

I. DEFINITIONS

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

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

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

C. Graduation/Participant Completion means the completion of the residential treatment (recovery) program whereby the Participant has successfully completed all goals and objectives for all phases and length of treatment authorized by ADMINISTRATOR and documented in the Participant's treatment plan.

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

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

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

~~F. Linkage to Services~~ FG. Linkage to Services means connecting Participants to ancillary services such as ~~residential~~ outpatient treatment and supportive services which may include self-help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.

~~G. NIATx means a model for improving business process.~~

H. Non-Therapeutic Activity means work, school, and volunteer hours outside the facility, chores, and recreation and socialization activities.

I. Participant means a parolee who has a substance use disorder, for whom a COUNTY approved intake and admission for residential services as appropriate, have been completed pursuant to the

1 Agreement.

2 J. Program Protocol means the written program description goals, objectives and policies
 3 established by CONTRACTOR for the residential treatment programs provided pursuant to the
 4 Agreement.

5 ~~— K. Token means the security device which allows an individual user to access the HCA computer
 6 based IRIS.~~

7 ~~— L. K. Residential Treatment means substance use disorder treatment services that are provided to
 8 Participants at a twenty-four (24)-hour residential program. Services are provided in an alcohol and
 9 drug free environment and support recovery from substance use disorder related problems. These
 10 services are provided in a non-medical, residential setting that has been licensed and certified by the
 11 State of California, Department of Alcohol and Drug Programs.~~

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

15 M. Structured activities ~~Activities~~ means any activity including ~~therapeutic~~ Therapeutic and ~~non~~ Non-
 16 therapeutic activities designed to meet treatment goals.

17 N. Therapeutic activity ~~Activity~~ means activities such as individual counseling, groups, and self-
 18 help groups, but excludes chores and recreational activities. These activities shall incorporate best
 19 practices and evidence-based approaches.

20 ~~— O. Token means the security device which allows an individual user to access the IRIS.~~

21 P. Unit of Service means one (1) calendar day during which services are provided to a Participant
 22 pursuant to the Agreement. The day of admission shall be included; the day of exit shall be excluded. If
 23 both admission and exit occur on the same day, the day shall be considered a day of admission and
 24 counts as a full day.

25 //
 26 //
 27 //

28 **II. BUDGET**

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

30 ADMINISTRATIVE COST

31	Salaries	<u>\$ 15,166</u>	15,384
32	Benefits	<u>1,782</u>	1,807
33	Services and Supplies	<u>1,433</u>	
34	Subcontractors	<u>2,250</u>	
35	SUBTOTAL ADMINISTRATIVE COST	<u>\$ 20,631</u>	\$ 20,874

1	PROGRAM COST		
2	Salaries	<u>\$ 65,941</u>	67,884
3	Benefits	<u>13,468</u>	19,625
4	Services and Supplies	<u>67,313</u>	61,970
5	SUBTOTAL PROGRAM COST	<u>\$146,722</u>	149,479
6			
7	GROSS COST	<u>\$167,353</u>	170,353
8			
9	REVENUE		
10	— Participant Fees	<u>\$ —3,000</u>	
11	— In-kind	<u>—0</u>	
12	SUBTOTAL REVENUE	<u>\$ —3,000</u>	
13			
14	NET COST MAXIMUM OBLIGATION	\$167,353	

16 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
 17 ~~Subparagraph H:~~ the Budget Paragraph of this Exhibit A., above to the Agreement.

18 #

19 **III. PAYMENTS**

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

30 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
 31 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
 32 the total of such payments shall not exceed the COUNTY’s Maximum Obligation of the Agreement.
 33 CONTRACTOR’s billings invoice shall be on a form approved or ~~provided~~ supplied by
 34 ~~ADMINISTRATOR~~ COUNTY and ~~shall~~ provide such information as is required by
 35 ADMINISTRATOR. Billings Invoices are due by the twentieth (20th) ~~calendar~~ day of ~~each~~ the month.
 36 Invoices received after the due date may not be paid within the same month. Payments to
 37 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after

1 receipt of the correctly completed ~~billing form~~ invoice.

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

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

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

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

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

16 H. In conjunction with the Subparagraph A. above, ~~units~~ Units of ~~service~~ Service shall not be
17 entered in the ~~County~~ IRIS system for services not rendered. If information has been entered,
18 corrections will be made within ten (10) business days from notification of ADMINISTRATOR.

19 ~~# I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
20 ~~Payments Paragraph of this Exhibit A to the Agreement.~~

21
22 **IV. RECORDS**

23 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance
24 with the ~~COUNTY ADAS Administration~~ ADMINISTRATOR Guidelines on each individual
25 Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be
26 limited to:

- 27 1. PSN CAF.
- 28 2. Treatment/Recovery plans, which shall be documented on the Participant’s record within
29 fourteen (14) calendar days from the date of admission.
- 30 3. An admission record shall include documentation that residential services are appropriate
31 for the Participant. Such documentation, made within fourteen (14) calendar days of admission, shall
32 include a comprehensive psychosocial assessment.

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

- 37 1. Any apportionment of or distribution of costs, including indirect costs, to or between

1 programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with
 2 ~~generally accepted accounting principles~~ GAAP, the ASRS Manual, and the DPFS Manual.

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

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

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

11 **V. REPORTS**

12 **A. MONTHLY PROGRAMMATIC**

13 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
 14 including information required and on a form approved or provided by ADMINISTRATOR, in
 15 conjunction with the billing described in the Payments Paragraph of this Exhibit A to the Agreement.
 16 These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth
 17 (10th) business day of the month following the report month.

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

23 **B. FISCAL**

24 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 25 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by
 26 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's
 27 program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement.
 28 The reports shall be received by ADMINISTRATOR no later than ~~fifteen (15)~~ twenty (20) days following
 29 the end of the month reported.

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

37 **C. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS**

1 and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the month
2 following the report month. CONTRACTOR shall correct and submit all errors from the CalOMS
3 Feedback and Error Report via IRIS within seven (7) calendar days of receipt of the report. CalOMS
4 discharges shall be entered no later than seven (7) calendar days after the Participant’s discharge.

5 D. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR, and/or any
6 other State Department of Alcohol and Drug Programs Reporting System in a manner prescribed by
7 ADMINISTRATOR, no later than the fifth (5th) business day of the month following the report month.

8 E. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by
9 ADMINISTRATOR, concerning CONTRACTOR’s activities as they affect the services hereunder.
10 ADMINISTRATOR will be specific as to the nature of information requested and the timeframe in
11 which the information is needed.

12 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
13 Reports Paragraph of this Exhibit A to the Agreement.

14
15 **VI. SERVICES**

16 **A. FACILITY—**

17 1. CONTRACTOR shall operate a licensed and certified substance use disorder residential
18 treatment program for the provision of residential treatment services in accordance with the standards
19 established by ~~the County~~COUNTY and the State of California, Department of Alcohol and Drug
20 Programs Standards, and Title 9 of the California Code of Regulations within the specifications stated
21 below, unless authorized by the ADMINISTRATOR.

22 2. Unless otherwise authorized in advance and in writing by ADMINISTRATOR,
23 CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four
24 (24) hours per day throughout the year at ~~401—421 North Cooper, Santa Ana, California,~~the following
25 location or at any other facility approved in advance and in writing by ADMINISTRATOR.

26
27 401-421 North Cooper
28 Santa Ana, CA, 92703

29
30 **B. PERSONS TO BE SERVED**

31 1. CONTRACTOR shall serve adult men and women parolees who have abstained from
32 substance use for at least twenty-four (24) hours and demonstrate a need for a substance use disorder
33 residential treatment.

34 2. CONTRACTOR shall only provide services, under the Agreement, to those Participants
35 referred by ~~COUNTY~~ADMINISTRATOR. At its sole discretion, ~~COUNTY~~ADMINISTRATOR shall
36 make referrals as needed to meet the requirements of the PSN Program. All referrals ~~for COUNTY~~ shall
37 be initiated by ~~ADAS Program~~ADMINISTRATOR designated staff. CONTRACTOR shall accept all

1 said referrals.

2 C. ADMISSIONS FOR ~~RESIDENTIAL~~ SERVICES

3 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
4 with the program's rules and regulations. Said persons shall include persons living with HIV disease, as
5 well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual
6 diagnosis. Persons with a co-occurring disorder and others who require prescribed medication shall not
7 be precluded from acceptance or admission solely based on their licit use of prescribed medications.
8 ~~ADAS PSN case manager or designated staff will conduct an assessment utilizing the CAF and fax this~~
9 ~~referral to CONTRACTOR. CONTRACTOR shall enter admission data on the CAF and fax it back to~~
10 ~~ADAS PSN Case Manager upon admission of the parolee into program.~~

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

15 a. ADMINISTRATOR will conduct an assessment utilizing the CAF and fax this referral
16 to CONTRACTOR. CONTRACTOR shall enter admission data on the CAF and fax it back to
17 ADMINISTRATOR upon admission of the parolee into program. CONTRACTOR shall only admit a
18 parolee referred by ADMINISTRATOR upon receiving a referral from ~~ADAS Program~~
19 ADMINISTRATOR designated staff.

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

23 c. CONTRACTOR shall discharge Participants who are away from the facility for more
24 than seven (7) days, unless authorized by ADMINISTRATOR.

25 D. UNITS OF SERVICE

26 ~~1.~~ 1. ~~CONTRACTOR should~~ shall provide a minimum of two thousand three hundred (2,300)
27 Units of Service.

28 ~~2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the~~
29 ~~Units of Service set forth in Subparagraph VI.D.1., above.~~

30 E. ~~RESIDENTIAL~~ SERVICES

31 ~~1. TO BE PERFORMED~~ 1. TO BE PERFORMED - CONTRACTOR shall ~~operate licensed and certified substance use~~
32 ~~disorder~~ provide a residential ~~treatment program to include basic life support~~ recovery services in
33 ~~accordance with the standards established by COUNTY and the California State Department of Alcohol~~
34 ~~and Drug Programs within the specifications stated herein, unless otherwise authorized by~~
35 ~~ADMINISTRATOR.~~

36 ~~2. RESIDENTIAL RECOVERY SERVICES~~ 2. RESIDENTIAL RECOVERY SERVICES - CONTRACTOR shall provide seven (7) beds
37 ~~Residential Recovery Services Program in a facility with a total licensed capacity of seventy (70)~~

1 ~~beds,~~ program in a safe supportive environment. CONTRACTOR shall provide residential treatment
 2 services for a maximum of ninety (90) days unless approved in writing by ADMINISTRATOR. Length
 3 of program for each Participant shall be determined by ADMINISTRATOR.

4 ~~— a~~1. Assessment – Within seven (7) days of admission, CONTRACTOR shall provide a
 5 standardized, comprehensive risk and needs assessment on each Participant which assesses alcohol/drug
 6 abuse history, family history, mental and emotional status, legal status, educational and vocational
 7 background as well as daily living skills, stress management, literacy, employment, education, and
 8 money management. CalOMS may also be used as an assessment tool. Other assessment tools may
 9 include Addiction Severity Index, or other assessment tools that are completed and signed by staff and
 10 Participant. ~~The tool~~ Assessment tools will require approval by ADMINISTRATOR in advance.

11 ~~— b~~//

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

15 ~~— 1~~a. Overview of ~~Program~~ program structure and schedule

16 ~~— 2~~b. Program rules and regulations

17 ~~— 3~~ ~~—~~ c. Policies regarding Participant fees

18 ~~— 4~~d. Participant ~~Rights~~ rights

19 ~~— 5~~e. Assignment of a counselor

20 ~~— 6~~f. Staff ~~Code~~ code of ~~Conduct~~ conduct

21 ~~— 7~~g. Continuing ~~Care~~ care services

22 3. ~~— e~~ Treatment/Recovery Plan – CONTRACTOR shall develop ~~an~~
 23 ~~individualized~~ a treatment plan, ~~in conjunction with ADMINISTRATOR and the California Department~~
 24 ~~of Corrections staff that specifies the minimum and/or maximum length of program services. A~~
 25 ~~treatment plan shall be developed~~ with each Participant within fourteen (14) days of admission into the
 26 ~~Program~~ program which shall be based upon the Participant's needs identified in the assessment process.
 27 Each treatment plan shall include identification of a minimum of three (3) problem areas, individualized
 28 long and short term goals for addressing the identified needs, with action steps, target dates and dates of
 29 resolution for each. Every fourteen (14) days, CONTRACTOR shall review and document, with the
 30 Participant, the Participant's progress on the treatment/recovery plan. CONTRACTOR shall review and
 31 update the treatment plan when a change in problem identification, focus of recovery treatment occurs
 32 during treatment.

33 ~~— d~~4. Structured Therapeutic Activities – Residential ~~Recovery~~ recovery services shall consist
 34 of a minimum of twenty (20) hours of structured activity per week of which Participants must engage in
 35 a minimum of fourteen (14) hours of ~~therapeutic activity~~ Therapeutic Activity per week, and shall
 36 include, at a minimum the following:

37 ~~— 1~~a. Individual Counseling – CONTRACTOR shall provide individual counseling to

1 Participants.

2 ~~—2)b.~~ Group Counseling – CONTRACTOR shall provide counseling within a group to
 3 Participant. Groups intervention and activities may include, but are not limited to, Process Groups,
 4 Seminars and Educational Groups, House and Community Group Meetings, and practical life and social
 5 skills. Topics for discussion shall include anger management, criminal thinking and thinking errors,
 6 sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities, the ratio
 7 of Participants to ~~Substance Abuse Program~~ substance abuse program counselors shall not be greater
 8 than eighteen to one (18:1) as evidenced on group activity rosters.

9 ~~—e~~ 5. Structured Non-Therapeutic Activities – CONTRACTOR shall provide a minimum of
 10 six (6) hours of non-structured therapeutic activity that includes work, school, and volunteer hours
 11 outside the facility, chores, and recreation, and socialization activities may include activities that:

12 ~~—1)a.~~ Teach the concepts of rules, teamwork and sportsmanship

13 ~~—2)b.~~ Provide guidance on use of recreational or leisure time

14 ~~—f~~ //

15 6. Case Management – CONTRACTOR shall provide case management services by
 16 contacting outside agencies and making referrals for services outside the scope of comprehensive
 17 substance abuse services as identified in the Participant's treatment plan as necessary to the Participant's
 18 recovery. Such concomitant services include academic education, vocational training, medical and
 19 dental treatment, pre-and post-counseling and testing for infectious diseases, legal assistance, job search
 20 assistance, financial assistance, childcare, and self-help programs such as twelve (12) step programs.
 21 Said referrals shall be documented in the ~~Progress~~ progress notes.

22 ~~—g~~ 7. Treatment Phases – CONTRACTOR's program shall consist of progressive treatment
 23 phases which shall be defined in CONTRACTOR's Program Protocol, approved by the ~~HCA~~
 24 ~~Monitor~~ ADMINISTRATOR, and include measurement of Participant's progress in order to advance to
 25 subsequent phases. The Program Protocol shall be CONTRACTOR's written program description,
 26 goals and objectives, and policies established by CONTRACTOR for the Residential Treatment
 27 ~~Program~~ program as provided for under the Agreement. Each Participant shall be restricted to the
 28 premises of the facilities listed within the Agreement for the first thirty (30) days of the program.
 29 Exceptions shall be allowed for medical and psychiatric services, described in Subparagraph VI.E.4. of
 30 this Exhibit A to the Agreement, or other staff-approved activities under CONTRACTOR supervision.
 31 Suggestions for treatment phases are:

32 ~~—1)a.~~ Orientation and Engagement consisting of activities designed to interrupt negative
 33 alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant's adjustment to a
 34 sober environment. The Participant shall not be expected to seek employment or educational
 35 opportunities during this phase.

36 ~~—2)b.~~ Primary Treatment, Internalization treatment, internalization and ~~Socialization~~
 37 socialization consist of activities designed to assist Participants in working on personal issues, cultivate

1 support systems, and seek educational/vocational opportunities. CONTRACTOR shall obtain
2 documentation from adult Participants regarding efforts to obtain employment.

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

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

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

13 ~~1)a.~~ Identifying the Participant’s achievements while in the Residential Treatment
14 ~~Program~~ program such as meeting or progressing towards educational or vocational goals.

15 ~~2)//~~

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

18 ~~3)c.~~ A continuing treatment exit plan that includes referral and linkage of the Participant
19 to appropriate services such as outpatient treatment, other support services such as self-help groups,
20 referrals to non-substance abuse resources such as continuing education and vocational rehabilitation,
21 job training, and other social services, if needed, and document this in the Participant’s chart. The
22 continuing treatment plan shall also include the goals identified in the Participant’s treatment plan.

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

25 ~~1)a.~~ Reason for discharge

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

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

28 ~~4)d.~~ Vocational and educational achievements

29 ~~5)e.~~ Legal status

30 ~~6)f.~~ Linkages and referrals made

31 ~~7)g.~~ Participants comments

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

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

36 ~~l12.~~ Collateral Services – CONTRACTOR shall provide, as appropriate and documented in
37 the Participant file, individual and group sessions for family members of the Participant. These services

1 shall address family dynamics, which could contribute to the Participant's relapse and potential or actual
 2 abuse in the family system. Collateral ~~Services~~services shall include the Participant unless determined
 3 inappropriate by the counselor.

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

13 ~~n~~14. Drug Screening – CONTRACTOR shall have a written policy and procedure
 14 statement regarding screening that includes random drug and or alcohol testing at a minimum of one (1)
 15 time per month for the first thirty (30) days and two (2) times per month for the remaining term of the
 16 Agreement for all Participants. All urine specimen collections shall be observed by same sex staff. This
 17 policy shall be approved by ADMINISTRATOR. CONTRACTOR shall:

18 ~~1)~~a. Establish procedures that protect against falsification and/or contamination of ~~any~~
 19 ~~body~~anybody specimen sample collected for drug screening;

20 ~~2)~~b. Document results of the drug screening in the Participant's files; and note that,

21 ~~3)~~c. Drug screening shall not be reimbursed by PSN funds.

22 ~~3F~~F. CO-OCCURRING DISORDERS – CONTRACTOR shall provide rehabilitative and recovery
 23 services to Participants with co-occurring disorders and ensure that such services address the
 24 relationship between the two diagnoses throughout treatment.

25 ~~4G~~G. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

29 ~~1)~~1. The health questionnaire is a Participant's self-assessment of his/her current health
 30 status and shall be completed by Participant.

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

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

35 ~~2)~~2. CONTRACTORS shall, based on information provided by Participant on the health
 36 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory
 37 examinations.

1 ~~_____~~ a)2 CONTRACTOR shall obtain a copy of Participant's medical clearance or
2 release prior to Participant's admission to the program.

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

4 ~~_____~~ 3)2 CONTRACTOR shall provide directly or by referral: HIV education, voluntary,
5 confidential HIV antibody testing and risk assessment and disclosure counseling.

6 ~~_____~~ 4)2 The programs shall have and post written procedures for obtaining medical or
7 psychiatric evaluation and emergency services.

8 ~~_____~~ 5)2 The programs shall have readily available the name, address, and telephone number
9 for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance
10 service.

11 ~~_____~~ 6)2 CONTRACTOR shall provide TB services for programs directly or by referral to
12 the ~~Orange County Health Care Agency~~ ADMINISTRATOR or another appropriate provider. TB
13 services shall be provided within seven (7) days of admission. These TB services shall consist of the
14 following:

15 ~~_____~~ a)2 Counseling with respect to TB;

16 ~~_____~~ b)2 Testing to determine whether the individual has been infected and to determine
17 the appropriate form of treatment; and

18 ~~_____~~ c)2 Provision for, or referral of, infected Participant for medical evaluation and
19 treatment and clearance. CONTRACTOR shall ensure that a TB-2infected Participant is medically
20 cleared prior to commencing treatment.

21 ~~_____~~ 5H. TRANSPORTATION SERVICES

22 a1. COUNTY shall only pay for medical ambulance or medical van transportation to and
23 from designated ~~Residential~~ residential alcohol and drug abuse treatment programs or health facilities
24 through the COUNTY's Medical Transportation Agreement under the following conditions:

25 ~~1~~a. Ambulance transportation shall be used for services requiring immediate attention
26 for a Participant due to any sudden or serious illness or injury requiring immediate medical attention,
27 where delay in providing such services may aggravate the medical condition or cause the loss of life.

28 ~~2~~b. When any Participant needs non-emergency transportation as identified in
29 Subparagraph ~~5~~bH. 2, below, and CONTRACTOR cannot transport Participant due to unforeseen
30 circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a
31 timely manner or Participant's physical condition and/or limitations.

32 ~~_____~~ ~~3~~c. CONTRACTOR shall utilize the COUNTY's Ambulance Monthly
33 Rotation Call Log to request transportation services from ~~Ambulance Providers~~ ambulance providers
34 designated for transportation within the city of the CONTRACTOR's facility for each said month as
35 identified on the log.

36 ~~_____~~ ~~4~~d. CONTRACTOR shall use its best efforts to contact ~~Ambulance Providers~~
37 ambulance providers identified on the Monthly Rotation Call Log as those providers who offer van

1 transportation services if and when an ambulance is not required.

2 ~~5)e.~~ CONTRACTOR shall be held liable and may be billed by the ~~Ambulance~~
3 ~~Provider~~ ambulance provider for services requested by CONTRACTOR that are deemed inappropriate
4 for use and not a covered service under this section by the COUNTY.

5 ~~b2.~~ Non-Emergency Transportation – CONTRACTOR shall transport Participant, either in
6 CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or
7 important to the Participant's recovery plan including, but not limited to, Social Security Administration
8 offices for Supplemental Security Income benefits and for non-emergency medical or mental health
9 services, that require treatment at a physician office, urgent care, or emergency room when an
10 ambulance provider is not necessary or required for transportation based on the level of severity and/or
11 services required by the Participant.

12 ~~F.I.~~ PERFORMANCE OUTCOMES

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

18 2. ~~ADAS-Performance Outcome Objectives~~ outcome objectives:

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

22 1) Retention rates shall be calculated by number of Participants currently enrolled in
23 or successfully completing in the 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 have the Participant complete the CESI for eighty
29 percent (80%) of Participants completed CESI at the time of intake. The CEST shall be completed at
30 mid-point and at completion for those Participants receiving, at a minimum, forty-five (45) calendar
31 days of treatment.

32 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by
33 designated Participants. This would include, but not limited to, ensuring surveys contain provider
34 number, Participant ID number, responses to all psychosocial questions, responses for 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, by 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, sorting, 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 outlined in
8 the NIATx model, 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
- 12 4) Increased continuation in treatment

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

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

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

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

31 ~~L~~ O. VISITATION POLICY – CONTRACTOR shall establish a written visitation policy, which
32 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
33 following:

- 34 1. Sign in logs;
- 35 2. Visitation hours; and
- 36 3. Designated visiting areas at the facility.

37 MP. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain

1 a Participant sign in/out log for all Participants, which shall include, but not be limited to, the following:

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

5 ~~NQ.~~ GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a ~~Good Neighbor~~
6 ~~Policy~~ good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy
7 shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact
8 information available to neighboring residents and complaint procedures.

9 ~~OR.~~ TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
10 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

17 4. CONTRACTOR shall return to ADMINSTRATOR all Tokens under the following
18 conditions:

- 19 a. Token of each staff member who no longer supports the Agreement.
- 20 b. Token of each staff member who no longer requires access to IRIS.
- 21 c. Token of each staff member who leaves employment of CONTRACTOR.
- 22 d. Tokens which are malfunctioning.

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

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

27 ~~# S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
28 ~~Services Paragraph of this Exhibit A to the Agreement.~~

30 **VII. STAFFING**

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

34 ADMINISTRATIVE	FTEs
35 —Executive Director	0.12
36 —Assistant to Executive Director	0.06
37 SUBTOTAL ADMINISTRATIVE FTEs	0.18

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PROGRAM	
—Program Director	0.12
—Assistant Program Director	0.12
—Program Cooks	0.24
—Program/Clinical Staff	1.90
SUBTOTAL PROGRAM FTEs	2.38
TOTAL FTEs	2.56

~~1. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the staffing set forth in Subparagraph VII.A. above provided, however, such agreement is made in advance of any staffing change.~~

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

<u>ADMINISTRATIVE</u>	<u>FTEs</u>
<u>Executive Director</u>	<u>0.15</u>
<u>SUBTOTAL ADMINISTRATIVE FTEs</u>	<u>0.15</u>

<u>PROGRAM</u>	
<u>Program Director</u>	<u>0.19</u>
<u>Assistant Program Director</u>	<u>0.19</u>
<u>Cook</u>	<u>0.19</u>
<u>Residential Staffs</u>	<u>1.47</u>
<u>Cognitive Behavioral Therapy Instructor</u>	<u>0.15</u>
<u>SUBTOTAL PROGRAM FTEs</u>	<u>2.19</u>
<u>TOTAL FTEs</u>	<u>2.34</u>

B. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing services pursuant to the Agreement, interns shall be Master’s Candidates in Counseling or Social Work or have a Bachelor’s Degree in a related field or be participating in any state recognized counseling certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10) hours of work by interns or consistent with school or licensing Board requirements. CONTRACTOR shall provide supervision to volunteers

1 as specified in the respective job descriptions or work contracts. Volunteer or student intern services
2 may not comprise more than twenty percent (20%) of the services provided.

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

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

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

16 F. CONTRACTOR's Executive Director or designee shall participate, when requested, in
17 meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to the
18 Agreement.

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

24 ~~H~~ G. STAFF CONDUCT – CONTRACTOR shall establish a written ~~Policy~~ policy for
25 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
26 limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships;
27 prohibition of sexual conduct with Participant; prohibition of forging or falsifying documents or drug
28 tests; and real or perceived conflict of interest. Prior to providing any services pursuant to the
29 Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set
30 forth in the said Policy. A copy of the said Policy shall be updated annually by the Board of Directors
31 and posted in writing in a prominent place in the treatment facility.

32 H. CONTRACTOR shall provide pre-employment screening of any staff person providing adult
33 service pursuant to the Agreement. All staff shall pass an ~~Orange County~~ COUNTY criminal justice
34 background check conducted by OCPD on a yearly basis. Program directors, managers and other
35 supervisory staff will be requested to voluntarily submit to a more extensive background check,
36 including “live scan” fingerprinting. The results of the fingerprint checks will be sent directly from the
37 Department of Justice to OCPD.

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

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

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

~~K~~. All staff providing services shall be licensed and/or certified in accordance with state requirements and professional guidelines, as applicable.

~~L~~. Staffing levels and qualifications shall meet the requirements of the California Code of Regulations, Title 9 and/or the State of California, Health and Human Services Agency's Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Certification Standards.

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

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

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