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**REFERENCED CONTRACT PROVISIONS**

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

**Maximum Obligation:** \$60,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Actual Cost

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** ~~Executive Director~~ Korean Community Services  
~~Korean Community Services~~  
~~1060 Brookhurst Road~~  
~~8633 Knott Ave.~~ ~~Fullerton~~  
~~Buena Park, CA 92833~~ 90620  
~~Ellen Ahn, Executive Director~~  
~~eahn@kcsinc.org~~

**CONTRACTOR's Insurance Coverages:**

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

## I. ACRONYMS

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

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

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

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

1 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
2 said persons, shall be immediately given to COUNTY.

3 //

#### 4 **IV. COMPLIANCE**

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

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

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

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

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

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

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

37 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the

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

4 ~~7~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and  
 5 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure  
 6 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute  
 7 grounds for termination of this Agreement as to the non-complying party.

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

16 ~~1.~~ //

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

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

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

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

31 ~~23~~3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 32 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
 33 Agreement.

34 ~~34~~4. CONTRACTOR shall screen all current Covered Individuals and subcontractors  
 35 semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons.  
 36 CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are  
 37 eligible to participate in all federal and State of California health programs and have not been excluded



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

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

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

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

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

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

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

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

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

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

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

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

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

~~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. 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**

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**

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 #

29 #

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

1 Signed \_\_\_\_\_  
 2 Name \_\_\_\_\_  
 3 Title \_\_\_\_\_  
 4 Date \_\_\_\_\_ "

6 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

30 ~~2. C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,~~  
 31 ~~without the prior written consent of COUNTY. For CONTRACTORS which are for-profit~~  
 32 ~~organizations~~ If CONTRACTOR is a for-profit organization, any change in the business structure,  
 33 including 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~~ Paragraph. Any  
 37 attempted 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**

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

**IX. EQUIPMENT**

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

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

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

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

### 14 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

35 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
36 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an  
37



1 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the  
 2 CEO/Office of Risk Management.

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

5 E. QUALIFIED INSURER

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

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

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

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

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 XII. INSPECTIONS AND AUDITS

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

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.

### 32 XIII. 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 permits, licenses, approvals, certificates, waivers and exemptions. Said~~  
 3 ~~inability shall be cause for termination of this Agreement.~~

4 ~~**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~~

1 ~~Simplification.~~

2 ~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on~~  
 3 ~~Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~

4 ~~28. 42 USC 6101, Age Discrimination Act of 1975~~

5 ~~29. 42 USC 2000d, Civil Rights~~

6 ~~30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse~~  
 7 ~~prevention and treatment block grants and/or projects for assistance in transition from homelessness~~  
 8 ~~grants."~~

9 ~~31. 8 USC, 1324, Immigration Reform & Control Act, 1986~~

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

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

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

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

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

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

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

18 ~~39. 45 CFR 96.124(e)~~

19 ~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

37 3. It is expressly understood that this data will be transmitted to governmental agencies

1 charged with the establishment and enforcement of child support orders, or as permitted by federal  
2 and/or state statute.

#### 4 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

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

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

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

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

#### 33 **XV. MAXIMUM OBLIGATION**

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

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

## XVI. NONDISCRIMINATION

### A. EMPLOYMENT

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

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

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

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

~~5.~~25. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such ~~requirement~~requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~term EOE.

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

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities



on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

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

~~b~~//

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

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

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

~~e~~5. Assignment of times or places for the provision of services.

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

~~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.~~

1 ~~C~~. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to  
 2 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,  
 3 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC  
 4 12101; et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons  
 5 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1  
 6 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

## 17 XVII. NOTICES

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

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

23 2. When faxed, transmission confirmed;

24 3. When sent by Email; or

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

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

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

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

37 ~~E~~. ~~In the event~~

**XVIII. NOTIFICATION OF DEATH**

A. Upon becoming aware of ~~athe~~ death, ~~notification~~ of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

2. ~~made~~ WRITTEN NOTIFICATION

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

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

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

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

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

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

#

**XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

//

## **XXI. RESEARCH AND PUBLICATION**

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

## **XXII. REVENUE**

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

#

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

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

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

### 13 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

### 34 **XXIV. SEVERABILITY**

35 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
 36  
 37

1 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
 2 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
 3 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
 4 in full force and effect, and to that extent the provisions of this Agreement are severable.

## 6 **XXV. SPECIAL PROVISIONS**

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

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

11 ~~2. 1 Satisfying any expenditure of non-federal funds as a condition for the receipt of~~  
 12 ~~federal funds (matching).~~

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

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

15 ~~5. 2.~~ Lobbying any governmental agency or official. CONTRACTOR shall file all  
 16 certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g.,  
 17 limitation on use of appropriated funds to influence certain federal contracting and financial  
 18 transactions).

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

22 ~~7.~~ Fundraising.

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

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

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

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

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

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

37 ~~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 alcohol.

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

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

16. Assisting, promoting, or deterring union organizing.

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

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

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

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

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

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

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

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

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



1 related utility, or governmental statutes or regulations super-imposed after the fact.

### 3 **XXVI. STATUS OF CONTRACTOR**

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

### 16 **XXVII. TERM**

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

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

### 25 **XXVIII. TERMINATION**

26 A. Either party may terminate this Agreement, without cause, upon thirty (30) ~~2~~ calendar days  
 27 written notice given the other party.

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

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

- 34 1. The loss by CONTRACTOR of legal capacity.
- 35 2. Cessation of services.
- 36 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 37 another entity without the prior written consent of COUNTY.

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

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

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

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

#### 11 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

31 ~~3.~~ 3. Until the date of termination, continue to provide the same level of service required  
32 by this Agreement.

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

36 4. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent  
37 with Participant's best interests.

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

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

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

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

**XXIX. 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 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 KOREAN COMMUNITY SERVICES

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 HEALTH CARE AGENCY

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

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

32 DEPUTY

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

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 PAROLEE SERVICES NETWORK OUTPATIENT SERVICES  
 4 WITH  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 KOREAN COMMUNITY SERVICES  
 9 JULY 1, 2012 2013 THROUGH JUNE 30, 2013 2014

11 I. DEFINITIONS

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

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

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

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

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

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

30 ~~F. NIATx means a model for improving business process.~~

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

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

1 ~~H.~~ Program Protocol means the written program description goals, objectives and policies  
 2 established by CONTRACTOR for the outpatient treatment programs provided pursuant to the  
 3 Agreement.

4 ~~J.~~ I. Token means the security device which allows an individual user to access the  
 5 ~~HCA~~ ADMINISTRATOR computer based IRIS.

6 ~~KJ.~~ Therapeutic activity means activities such as individual counseling, groups, and self-help  
 7 groups, but excludes chores and recreational activities. These activities shall incorporate best practices  
 8 and evidence-based approaches.

9 ~~LK.~~ Unit of Service means a face-to-face contact, which results in a record of therapeutic experience  
 10 in a Participant's chart.

11  
 12 **II. BUDGET**

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

14  
 15 ~~ADMINISTRATIVE COST~~

16	<del>Salaries</del>	<del>\$ 0</del>
17	<del>Benefits</del>	<del>0</del>
18	<del>Services and Supplies</del>	<del>0</del>
19	<del>SUBTOTAL ADMINISTRATIVE COST</del>	<del>\$ 0</del>

20  
 21 PROGRAM COST

22		<del>\$32,750</del>
23	Salaries	<u>29,952</u>
24		<del>5,895</del>
25	Benefits	<u>5,391</u>
26		<del>21,355</del>
27	Services and Supplies	<u>24,657</u>
28	<del>Subcontracts</del>	<del>0</del>
29	SUBTOTAL PROGRAM COST	\$60,000

30  
 31 GROSS COST \$60,000

32  
 33 ~~NET COST~~ MAXIMUM OBLIGATION \$60,000

34  
 35 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 36 ~~Subparagraph H.~~ the Budget Paragraph to this Exhibit A., above to the Agreement.

37 #

### III. PAYMENTS

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

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

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

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

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

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

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

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

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

#### 4 **IV. RECORDS**

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

- 9 1. PSN CAF.
- 10 2. Treatment/Recovery plans, which shall be documented on the Participant's record within  
 11 ~~fourteen (14)~~ thirty (30) calendar days from the date of admission.
- 12 3. An admission record shall include documentation that ~~residential~~ outpatient services are  
 13 appropriate for the Participant. Such documentation, made within ~~fourteen (14)~~ thirty (30) calendar days  
 14 of admission, shall include a comprehensive psychosocial assessment.

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

- 19 1. Any apportionment of or distribution of costs, including indirect costs, to or between  
 20 programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with  
 21 ~~generally accepted accounting principles~~ GAAP, the ASRS Manual, and the DPFS Manual.
- 22 2. CONTRACTOR shall account for funds provided through the Agreement separately from  
 23 other funds and maintain a clear audit trail for the expenditure of funds.
- 24 3. The Participant eligibility determination and fee charged to and collected from Participants,  
 25 together with a record of all billings rendered and revenues received from any source on behalf of  
 26 Participants treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

#### 30 **V. REPORTS**

##### 31 A. MONTHLY PROGRAMMATIC

32 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,  
 33 including information required and on a form approved or provided by ADMINISTRATOR, in  
 34 conjunction with the billing described in the Payments Paragraph of this Exhibit A to the Agreement.  
 35 These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth  
 36 (10th) business day of the month following the report month.

- 37 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any



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

#### 5 | B. FISCAL

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

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

19 | C. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS  
 20 | and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the month  
 21 | following the report month. CONTRACTOR shall correct and submit all errors from the CalOMS  
 22 | Feedback and Error Report via IRIS within seven (7) calendar days of receipt of the report. CalOMS  
 23 | discharges shall be entered no later than seven (7) calendar days after the Participant's discharge.

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

27 | E. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by  
 28 | ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.  
 29 | ADMINISTRATOR will be specific as to the nature of information requested and the timeframe in  
 30 | which the information is needed.

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

## 34 | VI. SERVICES

### 35 | A. FACILITY

36 | 1. CONTRACTOR shall provide substance use disorder treatment services at the following  
 37 | locations or at any other facility approved in advance and in writing, by ADMINISTRATOR and

1 appropriately certified in accordance with State of California, Department of Alcohol and Drug  
 2 Programs.

3  
 4 ~~1050 and 1060 S. Brookhurst Road~~ ~~8265~~ ~~7281~~ Garden Grove Blvd. ~~14795~~ Jeffrey Road, Suite ~~207~~  
 5 ~~Fullerton, CA 92833~~ ~~Anaheim~~ Garden Grove, CA ~~92841~~ ~~206-A~~ Irvine, CA ~~92618~~  
 6  
 7  
 8 #

9 2. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall  
 10 maintain regularly scheduled service hours, six (6) days a week throughout the year and maintain the  
 11 capability to provide services from 9:00 a.m. until 8:00 p.m. in order to accommodate Participants  
 12 unable to participate during regular working hours. CONTRACTOR's holiday schedule shall be  
 13 consistent with COUNTY's holiday schedule, unless otherwise authorized in advanced and in writing by  
 14 ADMINISTRATOR.

15 B. PERSONS TO BE SERVED

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

19 2. CONTRACTOR shall only provide services, under the Agreement, to those Participants  
 20 referred by ~~COUNTY~~ ADMINISTRATOR. At its sole discretion, ~~COUNTY~~ ADMINISTRATOR shall  
 21 make referrals as needed to meet the requirements of the PSN Program. All referrals ~~for COUNTY~~ shall  
 22 be initiated by ~~ADAS Program~~ ADMINISTRATOR's designated staff. CONTRACTOR shall accept all  
 23 said referrals.

24 C. ADMISSIONS FOR ~~OUTPATIENT~~ SERVICES

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

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

34 3. CONTRACTOR shall only admit a parolee referred by ADMINISTRATOR, upon receiving  
 35 a referral from ~~ADAS Program~~ ADMINISTRATOR designated staff.

36 ~~a. ADAS PSN case manager or designated staff~~ ADMINISTRATOR a.

37 ADMINISTRATOR will conduct an assessment utilizing the CAF and fax this referral to

1 CONTRACTOR. CONTRACTOR shall enter admission data on the CAF and fax it back to ~~ADAS PSN~~  
 2 ~~Case Manager~~ ADMINISTRATOR upon admission of the parolee into program.

3 b. CONTRACTOR shall have the right to refuse admission of a person only in accordance  
 4 with its written policy; provided however, CONTRACTOR shall comply with the non-discrimination  
 5 provisions of the Agreement.

#### 6 D. UNITS OF SERVICE

7 1. CONTRACTOR shall maintain an average monthly caseload of thirty five (35) Participants  
 8 per Counselor FTE.

9 2. CONTRACTOR shall provide a minimum of eight hundred thirty four (834)  
 10 Individual/Family and one thousand one hundred twenty four (1,124) Group Units of Substance Abuse  
 11 Outpatient Service.

12 a. Any units counted for individual and group therapy must include justification in the  
 13 Participant's record that a ~~therapeutic experience~~ Therapeutic Activity was provided.

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

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

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

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

24 ~~3. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the~~  
 25 ~~number of Participants and services set forth in Subparagraphs VI.D.1. and VI. D. 2. above.~~

#### 26 E. ~~OUTPATIENT SERVICES~~

27 ~~1. TO BE PERFORMED –~~ CONTRACTOR shall provide certified substance use disorder  
 28 outpatient treatment in accordance with the standards established by ~~COUNTY~~ ADMINISTRATOR and  
 29 the California State Department of Alcohol and Drug Programs within the specifications stated herein,  
 30 unless otherwise authorized by ADMINISTRATOR. Outpatient treatment services shall be provided for  
 31 no more than one hundred eighty (180) days of duration, unless approved in writing by  
 32 ADMINISTRATOR. CONTRACTOR's services shall include, but not be limited to, the following:

33 ~~a~~1. CONTRACTOR's program shall include an introduction to self-help programs such as  
 34 Narcotics Anonymous or Alcoholics Anonymous or Alcoholics Anonymous "Step Study" or other  
 35 appropriate self-help programs. It shall include supportive sober recreational activity and may include  
 36 activities designed to enhance skills in dealing with social service, legal/judicial, and employment  
 37 services within ~~Orange County~~ COUNTY.

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

4       —~~e~~3. Case Management – CONTRACTOR shall provide Case Management services, by  
 5 contacting outside agencies and making referrals for services outside the scope of comprehensive  
 6 substance abuse services as identified in the Participant’s treatment plan as necessary to the Participant’s  
 7 recovery. Such concomitant services include academic education, vocational training, medical and  
 8 dental treatment, pre-and post-counseling and testing for infectious diseases, legal assistance, job search  
 9 assistance, financial assistance, childcare, and self-help programs such as twelve (12) step programs.  
 10 Said referrals shall be documented in the ~~Progress~~progress notes.

11       —~~d~~4. Assessment – CONTRACTOR shall provide a standardized, comprehensive risk and  
 12 needs assessment to each Participant to assess both alcohol and drug abuse history, family history,  
 13 mental and emotional status, legal status, educational and vocational background as well as daily living  
 14 skills, stress management, literacy, employment, education and money management within thirty (30)  
 15 days of admission. Assessment tools ~~shall~~will be co-occurring capable, meet best practice standards and  
 16 may include Addiction Severity Index, CalOMS, or other assessment tools that are completed and signed  
 17 by ~~staff~~CONTRACTOR and Participant. ~~The tool will~~Assessment tools shall be approved by  
 18 ADMINISTRATOR in advance.

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

- 22       —~~1~~a. Overview of ~~Program~~program structure, schedules, and rules;
- 23       —~~2~~b. Program rules and regulations;
- 24       —~~3~~c. Policies regarding Participant fees;
- 25       —~~4~~d. Participant rights;
- 26       —~~5~~e. Assignment of a counselor;
- 27       —~~6~~f. Staff ~~Code~~code of ~~Conduct~~conduct; and
- 28       —~~7~~g. Continuing care services

29       —~~f~~6. Treatment/Recovery Plan – CONTRACTOR shall develop an individual treatment  
 30 plan, in conjunction with ADMINISTRATOR and the California Department of Corrections staff that  
 31 specifies the minimum and/or maximum length of program services. A treatment plan should be  
 32 developed with each Participant within thirty (30) days of admission into the ~~Program~~program, which  
 33 shall be based upon the Participant’s needs identified in the assessment process. Each treatment plan  
 34 shall include identification of a minimum of three (3) problem areas, individualized goals for addressing  
 35 the identified needs, with action steps, target dates and dates of resolution for each. Every thirty (30)  
 36 days, CONTRACTOR shall review and document, with the Participant, the Participant’s progress on the  
 37 treatment plan. CONTRACTOR shall update the treatment plan when a change in problem

1 identification focus of recovery or treatment occurs or no later than ninety (90) calendar days after  
 2 signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter.

3 ~~g~~7 Therapeutic Activity – CONTRACTOR shall provide Therapeutic Activity such as  
 4 individual counseling and group counseling. These activities shall incorporate best practices and  
 5 evidence-based approaches. Individual and Group counseling shall consist of the following:

6 ~~1~~a. Individual Counseling – CONTRACTOR shall provide individual counseling to  
 7 Participants.

8 ~~2~~b. Group Counseling – CONTRACTOR shall provide counseling within a group to  
 9 Participants determined appropriate for group sessions. The ratio of Participants to counselor shall not  
 10 be greater than 15:1 as evidenced on group activity rosters. Topics for discussion shall include but not  
 11 be limited to, the following:

12 ~~a~~1) Substance abuse education;

13 ~~b~~2) Conflict resolution, skills building;

14 ~~c~~3) Trauma (abuse and violence);

15 ~~d~~4) Relapse prevention;

16 ~~e~~5) Life skills and vocational pursuits;

17 ~~f~~6) Personal values, social relations, family functioning, vocational pursuits,  
 18 coping mechanisms and related issues;

19 ~~g~~7) Mechanisms for building self-esteem, value clarification and personal  
 20 assertiveness;

21 ~~h~~8) Anger management, criminal thinking and thinking errors, death and grief;

22 ~~i~~9) Cultural and acculturation issues; and

23 ~~j~~10) Co-occurring diagnosis issues.

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

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

1 ~~j~~10. Transition/Exit Planning ~~10~~ CONTRACTOR shall begin discharge planning  
 2 immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen  
 3 (14) calendar days prior to Participant's planned discharge from the program. The transition/exit plan  
 4 shall be completed and signed by CONTRACTOR and Participant. The transition/exit plan shall  
 5 include:

6 ~~1~~a. Identifying the Participant's achievements while in the ~~Outpatient Treatment~~  
 7 ~~Program~~ outpatient treatment program such as meeting or progressing towards educational or vocational  
 8 goals.

9 ~~2~~b. A strategy or strategies to assist the Participant in maintaining an alcohol and drug  
 10 free lifestyle.

11 ~~3~~c. A continuing treatment exit plan that includes referral and  
 12 transition of the Participant to support services such as self-help groups, continuing education,  
 13 vocational rehabilitation, job training, and other social services, if needed, and document this in the  
 14 Participant's chart. The continuing treatment plan shall also include the goals identified in the  
 15 Participant's treatment plan.

16 ~~4~~d. Referrals to appropriate non-substance abuse resources such as continuing  
 17 education and vocational rehabilitation.

18 ~~k~~11. Referral and Follow-up – CONTRACTOR shall provide effective linkage of a  
 19 Participant to other ancillary services with follow-up to be documented in the Participant file. Referrals  
 20 shall also be made for individuals having special needs, such as persons living with HIV disease.  
 21 Referrals shall be sensitive to the Participant's cultural needs. Such referrals shall be documented in the  
 22 Participant's files. If a Participant is identified to require higher level of treatment, linkage to outpatient  
 23 treatment will be made and contractor will make best effort to document this in the Participant's file.

24 ~~2~~12. Discharge Summary – CONTRACTOR shall develop written procedures regarding  
 25 Participant discharge. Written criteria for the discharge summary shall include:

26 a. Reason for discharge;

27 b. Description of treatment episodes or recovery services;

28 c. Current alcohol and/or drug usage at discharge;

29 d. Vocational and educational achievements;

30 e. Legal status;

31 f. Linkages and referrals made; and

32 g. Participants comments.

### 33 F. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

37 ~~1~~a. The health questionnaire is a Participant's self-assessment of his/her current health

1 status and shall be completed by Participant.

2 a1) CONTRACTOR shall review and approve the health questionnaire form prior  
3 to Participant's admission to the program. The completed health questionnaire shall be signed and dated  
4 by ~~staff~~ CONTRACTOR and Participant.

5 b2) A copy of the questionnaire shall be filed in the Participant's record.

6 2) b. CONTRACTORS shall, based on information provided by Participant on the health  
7 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory  
8 examinations.

9 a1) CONTRACTOR shall obtain a copy of Participant's medical clearance or  
10 release prior to Participant's admission to the program, when applicable.

11 b2) A copy of the referral and clearance shall be filed in the Participant's file.

12 b2. CONTRACTOR shall provide directly or by referral: HIV education, voluntary,  
13 confidential HIV antibody testing and risk assessment and disclosure counseling.

14 e3. The programs shall have and post written procedures for obtaining medical or  
15 psychiatric evaluation and emergency services.

16 e4. The programs shall have readily available the name, address, and telephone number for  
17 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

#### 18 FG. DRUG SCREENING

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

24 a. Establish procedures that protect against the falsification and/or contamination of ~~any~~  
25 ~~body~~ anybody specimen sample collected for drug screening;

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

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

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

#### 33 GH. PERFORMANCE OUTCOMES

34 1. CONTRACTOR shall be required to achieve performance objectives ~~by June 30, 2013~~ for,  
35 tracking and reporting ~~Performance-Outcome-Objective~~ performance outcome objective statistics in  
36 monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be  
37 necessary to the following services to meet the objective, and, therefore, revisions may be implemented

1 by mutual agreement between CONTRACTOR and ADMINISTRATOR.

2 2. ~~ADAS~~ Performance Outcome Objectives

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

6 1) Retention Rates shall be calculated by number of Participants currently enrolled in  
7 or successfully completed their treatment program divided by the total number of Participants served  
8 during the evaluation period.

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

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

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

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

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

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

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

30 1) Reduced waiting times;

31 2) Reduced no-shows;

32 3) Increased admissions; and

33 4) Increased continuation in treatment

34 H. MEETINGS – CONTRACTOR's Executive Director or designee shall participate, when  
35 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to  
36 the Agreement.

37 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,



1 with respect to any person who ~~has been referred to CONTRACTOR by COUNTY~~ is served under the  
 2 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be  
 3 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
 4 institution, or religious belief.

5 ~~JK.~~ OCPD GUIDELINES – CONTRACTOR shall apply for and receive approval of the OCPD to  
 6 provide outpatient treatment services. CONTRACTOR shall recognize the authority of OCPD as  
 7 officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR’S  
 8 program of Alcohol and Drug Abuse Outpatient Treatment Services.

9 ~~KL.~~ CONTRACTOR shall recognize the authority of the California Department of Corrections  
 10 (Parole Officer), and shall extend cooperation to Parole Officer within the constraints of  
 11 CONTRACTOR’S program of Alcohol and Drug Abuse Treatment Services.

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

15 ~~MN.~~ TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of  
 16 Tokens for appropriate individual staff to access the IRIS at no cost to the CONTRACTOR. A Token is  
 17 the security device which allows an individual user to access the ~~HCA computer-based~~ IRIS.

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

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

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

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

- 26 a. Token of each staff member who no longer supports the Agreement;
- 27 b. Token of each staff member who no longer requires access to the IRIS;
- 28 c. Token of each staff member who leaves employment of CONTRACTOR; and
- 29 d. Tokens which are malfunctioning.

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

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

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

**VII. STAFFING**

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

PROGRAM	FTEs
<del>Program Managers &amp;</del> Counselors	<del>0.95</del> 90
TOTAL FTEs	<del>0.95</del> 90

~~B. 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.~~

~~C.~~

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

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

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

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

~~G.~~ F. STAFF CONDUCT – CONTRACTOR shall establish a written ~~Policies~~ policies for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual conduct with Participant; prohibition of forging or falsifying documents or drug tests; and real or

1 | perceived conflict of interest. Prior to providing any services pursuant to the Agreement all employees,  
 2 | volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies. A  
 3 | copy of the said ~~Policies~~policies shall be updated annually by the Board of Directors and posted in  
 4 | writing in a prominent place in the treatment facility.

5 | ~~HG.~~ HG. CONTRACTOR shall provide pre-employment screening of any staff person providing  
 6 | adult service pursuant to the Agreement. All staff shall pass an ~~Orange County~~COUNTY criminal  
 7 | justice background check conducted by OCPD on an annual basis. Program directors, managers and  
 8 | other supervisory staff will be requested to voluntarily submit to a more extensive background check,  
 9 | including "live scan" fingerprinting. The results of the fingerprint checks will be sent directly from the  
 10 | Department of Justice to OCPD.

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

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

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

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

19 | d. No person shall be on parole or probation;

20 | e. No person shall participate in the criminal activities of a criminal street gang and/or  
 21 | prison gang; and

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

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

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

32 | ~~IJ.~~ IJ. All staff providing services shall be licensed and/or certified in accordance with State  
 33 | requirements/and professional guidelines, as applicable.

34 | ~~KJ.~~ KJ. Staffing levels and qualifications shall meet the requirements of the State of California, Health  
 35 | and Human Services Agency's Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
 36 | Certification Standards.

37 | ~~LK.~~ LK. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term

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

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

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