

1 AGREEMENT FOR PROVISION OF
2 PAROLEE SERVICES NETWORK OUTPATIENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 PHOENIX HOUSE ORANGE COUNTY, INC.
7 JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2014
8

9 THIS AGREEMENT entered into ~~this~~ 1st day of July ~~2012~~2013, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 PHOENIX HOUSE ORANGE COUNTY, INC., a California nonprofit corporation (CONTRACTOR).
12 This Agreement shall be administered by the County of Orange Health Care Agency
13 (ADMINISTRATOR).
14

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

16
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
18 Parolee Services Network Outpatient Services described herein to the residents of Orange County; and
19 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
20 conditions hereinafter set forth:

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

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REFERENCED CONTRACT PROVISIONS

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

Maximum Obligation: \$~~93,955~~54,266

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR's Insurance Coverages:

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

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

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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

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

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

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

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.

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

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

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

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

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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, Employer's	Statutory
Employers' Liability and Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

34 G. REQUIRED COVERAGE FORMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **Q. SUBMISSION OF INSURANCE DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

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

32
33 **XII. INSPECTIONS AND AUDITS**

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

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

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

11 C. AUDIT RESPONSE

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

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

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

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

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

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

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

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

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

31 ~~36.~~ 36. Each labor union or representative of workers with which CONTRACTOR ~~and/or~~
32 subcontractor has a collective bargaining agreement or other contract or understanding must post a
33 notice advising the labor union or workers' representative of the commitments under this
34 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
35 employees and applicants for employment.

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

1 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 2 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
 3 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
 4 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 5 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 6 Regulations, as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
 7 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 8 changed.

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

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

13 ~~b~~//

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

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

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

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

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

28 ~~a. In those cases where the Participant's complaint is filed initially with the OCR, the~~
 29 ~~OCR may proceed to investigate the Participant's complaint, or the OCR may request COUNTY to~~
 30 ~~conduct the investigation.~~

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

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

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

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

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

XVII. NOTICES

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

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

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

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

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

~~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.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all

1 available third-party reimbursement for which persons served ~~hereunder~~ pursuant to this Agreement may
 2 be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and
 3 customary charges.

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

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

12 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

33 **XXIV. SEVERABILITY**

34 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 35 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 36
 37

1 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 2 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 3 in full force and effect, and to that extent the provisions of this Agreement are severable.

4
 5 **XXV. SPECIAL PROVISIONS**

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

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

10 ~~2. 1 Satisfying any expenditure of non-federal funds as a condition for the receipt of~~
 11 ~~federal funds (matching).~~

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

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

14 ~~5. 2.~~ Lobbying any governmental agency or official. CONTRACTOR shall file all
 15 certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g.,
 16 limitation on use of appropriated funds to influence certain federal contracting and financial
 17 transactions).

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

21 ~~7.~~ Fundraising.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~2. 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 related utility, or governmental statutes or regulations super-imposed after the fact.

XXVI. STATUS OF CONTRACTOR

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

XXVII. TERM

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

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

XXVIII. TERMINATION

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty

1 required pursuant to this Agreement.

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

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

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

10 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

30 ~~3~~ 3. Until the date of termination, continue to provide the same level of service required
31 by this Agreement.

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

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

37 6#

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

3 ~~6~~7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
4 supplies purchased with funds provided by COUNTY.

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

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

13
14 **XXIX. THIRD PARTY BENEFICIARY**

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

18
19 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 PHOENIX HOUSE ORANGE COUNTY, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
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.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
PAROLEE SERVICES NETWORK OUTPATIENT SERVICES

~~WITH~~ BETWEEN
COUNTY OF ORANGE
AND

PHOENIX HOUSE ORANGE COUNTY, INC.
JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2014

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

H. Program Protocol means the written program description goals, objectives and policies

1 established by CONTRACTOR for the outpatient treatment programs provided pursuant to the
 2 Agreement.

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

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

8 ~~L~~ K. Unit of Service means a face-to-face contact, which results in a record of ~~therapeutic~~
 9 ~~experience~~ Therapeutic Activity in a Participant's chart.

10
 11 **II. BUDGET**

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

13
 14 ADMINISTRATIVE COST

\$~~16,813~~

15 Indirect Costs

9,749

\$~~16,813~~

17 SUBTOTAL ADMINISTRATIVE COST

9,749

18
 19 PROGRAM COST

\$~~51,165~~

20 Salaries

29,711

~~16,373~~

22 Benefits

9,211

~~9,604~~

24 Services and Supplies

5,595

\$~~77,142~~

26 SUBTOTAL PROGRAM COST

44,517

\$~~93,955~~

28 GROSS COST

54,266

30 ~~NET COST~~

\$~~93,955~~

32 MAXIMUM OBLIGATION

54,266

33
 34 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
 35 ~~Subparagraph H,~~ the Budget Paragraph to this Exhibit A., above to the Agreement.

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~~the 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.

3
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)~~ 30 calendar days of
14 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.

29
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 | ~~location,~~ locations or at any other facility approved in advance and in writing, by ADMINISTRATOR

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

3
4 1207 E. Fruit Street
5 Santa Ana, CA 92701

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

13 B. PERSONS TO BE SERVED

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

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

22 C. ADMISSIONS FOR ~~OUTPATIENT~~ SERVICES

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

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

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

34 ~~a. ADAS PSN case manager or designated staff~~ a.
35 ADMINISTRATOR will conduct an assessment utilizing the CAF and fax this referral to
36 CONTRACTOR. CONTRACTOR shall enter admission data on the CAF and fax it back to ~~ADAS PSN~~
37 ~~Case Manager~~ ADMINISTRATOR upon admission of the parolee into program.

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

4 D. UNITS OF SERVICE

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

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

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

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

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

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

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

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

22 E. ~~OUTPATIENT SERVICES~~

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

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

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

37 ~~c~~3. Case Management – CONTRACTOR shall provide Case Management services, by

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

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

14 ~~5~~5 ~~e~~e. Program Orientation – During the first seventy-two (72) hours of a
 15 Participant's admission into the Program, CONTRACTOR shall provide an overview of the Program.
 16 The ~~Program Orientation~~program orientation shall include, but not be limited to:

- 17 ~~1~~1a. Overview of ~~Program~~program structure, schedules, and rules;
- 18 ~~2~~2b. Program rules and regulations;
- 19 ~~3~~3c. Policies regarding Participant fees;
- 20 ~~4~~4d. Participant rights;
- 21 ~~5~~5e. Assignment of a counselor;
- 22 ~~6~~6f. Staff ~~Code~~code of ~~Conduct~~conduct; and
- 23 ~~7~~7g. Continuing care services;

24 ~~f~~6. Treatment/Recovery Plan – CONTRACTOR shall develop an individual treatment
 25 plan, in conjunction with ADMINISTRATOR and the California Department of Corrections staff that
 26 specifies the minimum and/or maximum length of program services. A treatment plan should be
 27 developed with each Participant within thirty (30) days of admission into the ~~Program~~program, which
 28 shall be based upon the Participant's needs identified in the assessment process. Each treatment plan
 29 shall include identification of a minimum of three (3) problem areas, individualized goals for addressing
 30 the identified needs, with action steps, target dates and dates of resolution for each. Every thirty (30)
 31 days, CONTRACTOR shall review and document, with the Participant, the Participant's progress on the
 32 treatment plan. CONTRACTOR shall update the treatment plan when a change in problem
 33 identification focus of recovery or treatment occurs or no later than ninety (90) calendar days after
 34 signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter.

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

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

3 ~~2~~b. Group Counseling – CONTRACTOR shall provide counseling within a group to
4 Participants determined appropriate for group sessions. The ratio of Participants to counselor shall not
5 be greater than 15:1 as evidenced on group activity rosters. Topics for discussion shall include but not
6 be limited to, the following:

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

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

9 ~~e~~3) Trauma (abuse and violence);

10 ~~d~~4) Relapse prevention;

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

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

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

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

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

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

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

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

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

37 ~~1~~a. Identifying the Participant's achievements while in the ~~Outpatient Treatment~~

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

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

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

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

12 ~~k11.~~ Referral and Follow-up – CONTRACTOR shall provide effective linkage of a
13 Participant to other ancillary services with follow-up to be documented in the Participant file. Referrals
14 shall also be made for individuals having special needs, such as persons living with HIV disease.
15 Referrals shall be sensitive to the Participant's cultural needs. Such referrals shall be documented in the
16 Participant's files. If a Participant is identified to require higher level of treatment, linkage to outpatient
17 treatment will be made and contractor will make best effort to document this in the Participant's file.

18 ~~212.~~ Discharge Summary – CONTRACTOR shall develop written procedures regarding
19 Participant discharge. Written criteria for the discharge summary shall include:

- 20 a. Reason for discharge;
- 21 b. Description of treatment episodes or recovery services;
- 22 c. Current alcohol and/or drug usage at discharge;
- 23 d. Vocational and educational achievements;
- 24 e. Legal status;
- 25 f. Linkages and referrals made; and
- 26 g. Participants comments.

27 F. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

28 ~~a1.~~ CONTRACTOR shall ensure that all persons admitted for outpatient treatment services
29 have a health questionnaire completed using form ADP 100226, or may develop their own form
30 provided it contains, at a minimum, the information requested in the ADP 100226 Form.

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

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

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

37 ~~2)b.~~ CONTRACTORS shall, based on information provided by Participant on the health

1 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory
2 examinations.

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

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

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

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

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

12 ~~F~~G. DRUG SCREENING

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

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

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

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

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

27 ~~G~~H. PERFORMANCE OUTCOMES

28 1. CONTRACTOR shall be required to achieve performance objectives ~~by June 30, 2013~~ for,
29 tracking and reporting ~~Performance Outcome Objective~~performance outcome objective statistics in
30 monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be
31 necessary to the following services to meet the objective, and, therefore, revisions may be implemented
32 by mutual agreement between CONTRACTOR and ADMINISTRATOR.

33 2. ~~ADAS~~ Performance Outcome Objectives

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

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

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

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

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

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

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

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

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

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

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

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

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

36 J. OCPD GUIDELINES – CONTRACTOR shall apply for and receive approval of the OCPD to
37 provide outpatient treatment services. CONTRACTOR shall recognize the authority of OCPD as

1 officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's
2 program of Alcohol and Drug Abuse Outpatient Treatment Services.

3 ~~KL~~. CONTRACTOR shall recognize the authority of the California Department of Corrections
4 (Parole Officer), and shall extend cooperation to Parole Officer within the constraints of
5 CONTRACTOR'S program of Alcohol and Drug Abuse Treatment Services.

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

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

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

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

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

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

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

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

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

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

30 //
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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	FTEs
Director of Adult Services		0.07
Program Director	0.01	0.07
Outpatient Program Coordinator	0.28	0.17
Director Deputy Clinical		0.02
Outpatient Counselor	0.28	0.34
Outpatient Counselor		0.17
Family Therapist	0.07	0.34
Licensed Clinical Specialist	0.07	
TOTAL FTEs	0.71	1.18

~~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.

DC. 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.

ED. 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.

FE. CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the

1 provision of services to the Participants prior to such staff becoming involved with the Participants.
2 CONTRACTOR shall provide copies of the criminal record reviews to ADMINISTRATOR within ten
3 (10) days of receiving such reviews.

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

12 **HG.** CONTRACTOR shall provide pre-employment screening of any staff person providing
13 adult service pursuant to the Agreement. All staff shall pass an ~~Orange County~~ COUNTY criminal
14 justice background check conducted by OCPD on an annual basis. Program directors, managers and
15 other supervisory staff will be requested to voluntarily submit to a more extensive background check,
16 including “live scan” fingerprinting. The results of the fingerprint checks will be sent directly from the
17 Department of Justice to OCPD.

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

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

35 **IH.** All program staff having direct contact with Participants shall, within the first (1st) year of
36 employment, be trained in infectious disease recognition, crisis intervention, and to recognize physical and
37 psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall provide

1 on-going training in topics related to alcohol and drug use on an annual basis.

2 ~~J~~. All staff providing services shall be licensed and/or certified in accordance with State
3 requirements/and professional guidelines, as applicable.

4 ~~K~~. Staffing levels and qualifications shall meet the requirements of the State of California, Health
5 and Human Services Agency's Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
6 Certification Standards.

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

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

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