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EXHIBIT A

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2011~~2012 through June 30, ~~2012~~2014

Period One means the period from July 1, 2012 through June 30, 2013

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

Maximum Obligation: ~~—————~~ \$

Period One Maximum Obligation: \$ 1,090,653

Period Two Maximum Obligation: 1,090,653

TOTAL CONTRACT MAXIMUM OBLIGATION: \$ 2,181,306

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Phoenix House, Orange County
~~Attn: Winifred Wechsler~~
Attention: Executive Director
 11600 Eldridge Ave.
 Lake View Terrace, CA 91342

CONTRACTOR'S Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive Commercial General Liability with broad form Property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage <u>occurrence</u> for owned, non-owned and hired vehicles	\$1,000,000 combined single limit <u>per occurrence</u>
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence

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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:

- A. ARRA American Recovery and Reinvestment Act
- B. ASRS Alcohol and Drug Programs Reporting System
- C. ASI Addiction Recovery Index
- D. CaOMS California Outcomes Measurement System
- E. CAP Corrective Action Plan
- F. CCC California Civil Code
- G. CCR California Code of Regulations
- H. CESI Client Evaluation of Self Intake
- I. CEST Client Evaluation of Self and Treatment
- J. CFR Code of Federal Regulations
- K. CHP California Highway Patrol
- L. CHPP COUNTY HIPAA Policies and Procedures
- M. CHS Correctional Health Services
- N. D/MC Drug/Medi-Cal
- O. DATAR Drug Abuse Treatment Access Report
- P. DHCS Department of Health Care Services
- Q. DMV Department of Motor Vehicles
- R. DPFS Drug Program Fiscal Systems
- S. DRS Designated Record Set
- T. FTE Full Time Equivalent
- U. HCA Health Care Agency
- V. HHS Health and Human Services
- W. HIPAA Health Insurance Portability and Accountability Act
- X. HSC California Health and Safety Code
- Y. IRIS Integrated Records Information System
- Z. MHP Mental Health Plan
- AA. NIATX Network for Improvement of Addiction Treatment Model
- AB. OCJS Orange County Jail System
- AC. OCPD Orange County Probation Department
- AD. OCR Office for Civil Rights
- AE. OCSD Orange County Sheriff's Department
- AF. OIG Office of Inspector General
- AG. OMB Office of Management and Budget
- AH. OPM Federal Office of Personnel Management

1	AI.	PADSS	Payment Application Data Security Standard
2	AJ.	PC	State of California Penal Code
3	AK.	PCI DSS	Payment Card Industry Data Security Standard
4	AL.	PHI	Protected Health Information
5	AM.	PII	Personally Identifiable Information
6	AN.	PRA	Public Record Act
7	AO.	USC	United States Code
8	AP.	WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

11 | This Agreement, together with Exhibits A and B attached hereto and incorporated herein by reference, fully
 12 | expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this
 13 | Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or
 14 | alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and
 15 | formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

29 | 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant policies
 30 | and procedures relating to ADMINISTRATOR's Compliance Program.

31 | ~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and~~
 32 | ~~members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~

33 | 2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide
 34 | health care items or services or who perform invoicing or coding functions on behalf of HCA. Notwithstanding
 35 | the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and
 36 | other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year;
 37 | except that any such individuals shall become Covered Individuals at the point when they work more than one

1 hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals
 2 relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies
 3 and procedures.

4 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
 5 establish its own, provided CONTRACTOR's Compliance Program has been ~~approved~~ verified to include all
 6 required elements by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~ Subparagraphs
 7 A.4., A.5., A.6., and A.7. below.

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

11 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance
 12 Program ~~is accepted~~ contains all required elements. CONTRACTOR shall take necessary action to meet said
 13 standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if
 14 the ADMINISTRATOR's Compliance Program does not contain all required elements.

15 6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from
 16 ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all
 17 required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and~~
 18 ~~members of Board of Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~ relative to
 19 this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and
 20 procedures.

21 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
 22 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60)
 23 calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this
 24 Agreement as to the non-complying party.

25 B. SANCTION SCREENING — CONTRACTOR shall screen all Covered Individuals employed or
 26 retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible
 27 Persons,"²² as defined hereunder. Screening shall be conducted against the General Services Administration's
 28 List of Parties Excluded from Federal Programs ~~and~~ the Health and Human Services/~~Office of Inspector~~
 29 ~~General~~ OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

30 1. Ineligible Person shall be any individual or entity who:

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

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

1 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
2 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

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

9 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment,
10 exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify
11 ADMINISTRATOR immediately upon such disclosure.

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

17 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is
18 currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such
19 individual or entity shall be immediately removed from participating in any activity associated with this
20 ~~AGREEMENT~~-Agreement. ADMINISTRATOR will determine ~~if any~~appropriate repayment ~~is necessary~~
21 ~~from~~or sanction CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

31 23. Such training will be made available to each Covered Individual annually.

32 34. Each Covered Individual attending training shall certify, in writing, attendance at compliance
33 training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR,
34 CONTRACTOR shall provide copies of the certifications.

35 D. CODE OF CONDUCT ~~—~~ ADMINISTRATOR has developed a Code of Conduct for adherence by
36 ADMINISTRATOR's employees and contract providers.

37 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR's

1 Code of Conduct.

2 2. CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and~~
 3 ~~members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~ all Covered
 4 Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

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

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

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

14 6. Upon approval of CONTRACTOR's Code of Conduct by ~~—ADMINISTRATOR,~~
 15 CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of~~
 16 ~~Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~ relative to this Agreement are
 17 made aware of CONTRACTOR's Code of Conduct.

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

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

25 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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 regulations, including 42 ~~United States Code (U.S.C.)~~ USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

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

C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate disclosure in connection with activity funded under this Agreement. This system shall include provisions for employee education on the confidentiality requirements, and the fact that disciplinary action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide COUNTY with information concerning such safeguards.

D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.

E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security, and shall include them in all subcontracts.

F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work week, of any suspected or actual breach of computer system security, if the security breach would require notification under ~~California Civil Code~~ CCC §1798.82.

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VI. COST REPORT

A. CONTRACTOR shall submit ~~a separate~~ Cost Report to COUNTY ~~Reports for Period One and Period Two, or for a portion thereof,~~ no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and county requirements ~~and~~ generally accepted accounting principles, and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such

1 requirements and consistent with prudent business practice, which costs and allocations shall be supported by
 2 source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
 3 reasonable notice.

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

6 a. CONTRACTOR may be assessed a late penalty of ~~one~~five hundred dollars (\$~~100~~500) for
 7 each business day after the above specified due date that the accurate and complete Cost Report is not
 8 submitted. Imposition of the late penalty shall be at the sole discretion of ~~the~~ ADMINISTRATOR. The late
 9 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

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

13 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost
 14 Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole
 15 discretion of ADMINISTRATOR and shall not be unreasonably denied. ~~In no case shall extensions be granted~~
 16 ~~for more than seven (7) calendar days.~~

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

22 B. The Cost Report prepared for each period shall be the final financial and statistical report submitted by
 23 CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. ~~for that~~
 24 period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly
 25 related to the services to be provided hereunder. The Cost Report shall be the final financial record for
 26 subsequent audits, if any.

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28 //

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

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

8 E. If the Cost Report for each period indicates the actual and reimbursable costs of services provided
9 pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
10 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
11 payment does not exceed the Maximum Obligation of COUNTY for the period.

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

28
29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
30 documentation prepared by _____ for the cost report period
31 beginning and ending and that, to the best of my knowledge
32 and belief, costs reimbursed through this Agreement are reasonable and allowable and
33 directly or indirectly related to the services provided and that this Cost Report is a true,
34 correct, and complete statement from the books and records of (provider name) in
35 accordance with applicable instructions, except as noted. I also hereby certify that I have
36 the authority to execute the accompanying Cost Report.
37

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

6 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

7 **A.** CONTRACTOR certifies that it and its principals:

8 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
9 excluded by any federal department or agency.

10 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil
11 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,
12 attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public
13 transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,
14 falsification or destruction of records, making false statements, or receiving stolen property;

15 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local
16 governmental entity with commission of any of the offenses enumerated in ~~subparagraph~~ Subparagraph A.2.
17 above;

18 4. Have not within a three-year period preceding this Agreement had one or more public transactions
19 (federal, state, or local) terminated for cause or default;

20 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed
21 for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared
22 ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of
23 California; and

24 //

25 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
26 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction;" (i.e., transactions with
27 sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2
28 CFR Part 376.

29 **B.** The terms and definitions of this Paragraph have the meanings set out in the Definitions and Coverage
30 sections of the rules implementing 51 ~~F.R.~~ F.R. 6370.

32 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

33 **A.** CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior
34 written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this
35 Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance,
36 in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or
37 activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1 ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to
 2 CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that
 3 ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of
 4 CONTRACTOR to COUNTY pursuant to this Agreement. ~~CONTRACTOR may not assign the rights~~
 5 ~~hereunder, either in whole or in part, without the prior written consent of COUNTY.~~ ADMINISTRATOR may
 6 disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in
 7 accordance with this ~~paragraph~~ Paragraph.

8 ~~B.~~ B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 9 prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change from
 10 a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than
 11 fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be
 12 deemed an assignment for purposes of this ~~paragraph~~ Paragraph. Any attempted assignment or delegation in
 13 derogation of this ~~paragraph~~ Paragraph shall be void.

14 ~~C.~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 15 prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any change in
 16 the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the
 17 assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole
 18 proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be
 19 deemed an assignment pursuant to this ~~paragraph~~ Paragraph. Any attempted assignment or delegation in
 20 derogation of this ~~paragraph~~ Paragraph shall be void.

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23 IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

34 X. EQUIPMENT

35 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as ~~moveable~~ all
 36 property of a ~~relatively permanent~~ Relatively Permanent nature with significant value, ~~purchased in whole or in~~
 37 part by Administrator to assist in performing the services described in this Agreement. "Relatively Permanent" is

1 defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including ~~sales~~
 2 ~~taxes, freight charges, sales taxes, and other taxes, and installation costs~~ are ~~considered Fixed~~ defined as Capital
 3 Assets. Equipment which ~~cost less than~~ costs between \$600 and \$5,000, including sales taxes, freight charges,
 4 sales taxes and other taxes, and installation costs are ~~considered Minor Equipment or~~ defined as ~~Controlled~~
 5 ~~Assets.~~ Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer
 6 equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant
 7 to this Agreement shall be depreciated according to generally accepted accounting principles.

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

13 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the
 14 cost of ~~specified items of~~ the approved Equipment purchased by CONTRACTOR. To "expense," in relation to
 15 Equipment, means to charge the ~~full~~ proportionate cost of Equipment in the fiscal year in which it is purchased.
 16 Title of expensed Equipment shall be vested with COUNTY ~~and the Equipment shall be deemed to be "Loaned~~
 17 ~~Equipment" while in the possession of CONTRACTOR.~~

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

24 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 25 inventories of ~~Loaned~~ all Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon demand
 26 by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to COUNTY.

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

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

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

37 I. Equipment purchases shall not exceed \$50,000 annually.

XI. FACILITIES, PAYMENTS AND SERVICES

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

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

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XII. INDEMNIFICATION AND INSURANCE

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

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

C. All insurance policies except Workers' Compensation, Employer's Liability and Professional Liability shall contain the following clauses:

1. "The County of Orange is included as an additional insured with respect to the operations of the named insured performed under contract with the County of Orange."
2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."
3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management,

1 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

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

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

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

10 **XIII. INSPECTIONS AND AUDITS**

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

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

25 C. AUDIT RESPONSE

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

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

37 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare ~~and file with~~

1 ~~ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures during the term of~~
2 ~~this Agreement.~~

3 ~~—E.—~~ ~~CONTRACTOR shall employ a licensed certified public accountant, who will prepare~~ an annual Single
4 Audit as required by ~~Office of Management and Budget (OMB)~~ 133. CONTRACTOR shall forward the
5 Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

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14 XIV. LICENSES AND LAWS

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

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

- 25 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
- 26 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
27 Program Certification Standards, March 2004.
- 28 3. ~~California Health and Safety Code (HSC)~~, Divisions 10.5 and 10.6.
- 29 4. ~~HSC Sections~~ §§11758.40 through 11758.47.
- 30 5. HSC, §§11839 through 11839.22
- 31 6. HSC, §11864
- 32 7. HSC, §11876(a)
- 33 8. HSC, §§123110 through 123149.5.
- 34 ~~5~~9. Title 2, CFR, Part 230, Cost Principles for Nonprofit Organizations.
- 35 ~~6~~10. Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
- 36 ~~7~~11. 41 CFR, Public Contracts and Property Management.
- 37 ~~8~~12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

- 1 913. 45 CFR 93, New Restrictions on Lobbying.
- 2 ~~10.~~ 14. 45 CFR 96.127(a), “Requirements regarding Tuberculosis”.
- 3 15. 45 CFR 96.132(e), Additional Agreements.
- 4 ~~11.~~ 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 5 ~~12.~~ 17. 45 CFR 160, General Administrative Requirements.
- 6 ~~13.~~ 18. 45 CFR 162, Administrative Requirements.
- 7 ~~14.~~ 19. 45 CFR 164, Security And Privacy.
- 8 20. ~~15.~~ 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 9 ~~16.~~ 21. Title 31, ~~United States Code (U.S.C.), USC,~~ Chapter 13, Subtitle II, ~~Section~~ §1352,
- 10 Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.
- 11 ~~17.~~ 22. 42 ~~U.S.C., USC,~~ Chapter 126, Equal Opportunity for Individuals with Disabilities.
- 12 ~~18.~~ 23. 42 ~~U.S.C., USC,~~ Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and
- 13 Mental Health Services Administration.
- 14 24. 42 ~~USC,~~ Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- 15 ~~19.~~ 25. 42 ~~U.S.C., USC,~~ Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for
- 16 health services facilities and organizations.
- 17 ~~20.~~ 26. 42 ~~U.S.C., USC,~~ Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8),
- 18 Administrative Simplification.
- 19 ~~21.~~ ~~42 U.S.C., Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental~~
- 20 ~~Health Services Administration.~~
- 21 ~~22.~~ ~~42 U.S.C.,~~ 27. 42 ~~USC,~~ Chapter 7, Subchapter XI, Part C, 285n through 285o,
- 22 National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 23 ~~23.~~ ~~California~~ 28. 42 USC 6101, Age Discrimination Act of 1975
- 24 29. 42 USC 2000d, Civil ~~Code (Rights~~
- 25 30. 42, Part 54, “Charitable choice regulations applicable to states receiving substance abuse
- 26 prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.”
- 27 31. 8 USC, 1324, Immigration Reform & Control Act, 1986
- 28 ~~32.~~ ~~CCC) Sections~~ §§56 through 56.37, Confidentiality of Medical Information.
- 29 ~~24.~~ 33. CCC §§1798.80 through 1798.82, Customer Records.
- 30 ~~25.~~ 34. CCC §1798.85, Confidentiality of Social Security Number.
- 31 ~~26.~~ 35. CCR, Title 9, Division 4; and Title 22.
- 32 36. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
- 33 ~~27.~~ 37. U.S. Department of Health and Human Services Grants Policy Statement.
- 34 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet ~~28.~~
- 35 ~~California Code of Regulations (CCR), Title 9, Division 4; and Title 22 Social Security.~~
- 36 ~~29.~~ ~~State of California,~~ Department of ~~Social Services, Community Care Licensing Division~~
- 37 ~~requirements for Group Homes~~ Alcohol and Drug Programs, 2003.

1 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

6 b. In the case of a contractor doing business in a form other than as an individual, the name, date
7 of birth, social security number, and residence address of each individual who owns an interest of ten percent
8 (10%) or more in the contracting entity;

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

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

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

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

21
22 **XV. LITERATURE AND ADVERTISEMENTS**

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

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

32 C. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional
33 purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be
34 approved in advance and in writing by ADMINISTRATOR.

35
36 **XVI. MAXIMUM OBLIGATION**

37 A. The total Maximum ~~Obligation~~ Obligations of COUNTY for services provided in accordance with this

1 Agreement ~~is~~ and the separate Maximum Obligations for Period One and Period Two are as specified in the
2 Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

3 B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,
4 ADMINISTRATOR may increase or decrease the Period One and Period Two Maximum Obligations,
5 provided the total of these Maximum Obligations does not exceed the Total Maximum Obligations of
6 COUNTY as specified in the Referenced Contract Provisions of this Agreement.

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9 **XVII. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

11 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate
12 against any employee or applicant for employment because of his/her ethnic group identification, race, religion,
13 ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical
14 condition, or physical or mental disability. CONTRACTOR shall warrant that the evaluation and treatment of
15 employees and applicants for employment are free from discrimination in the areas of employment, promotion,
16 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
17 compensation; and selection for training, including apprenticeship. CONTRACTOR shall not discriminate
18 between employees with spouses and employees with domestic partners, or discriminate between domestic
19 partners and spouses of those employees, in the provision of benefits. There shall be posted in conspicuous
20 places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the
21 United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity
22 clause.

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

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

32 **B. SERVICES, BENEFITS, AND FACILITIES** ~~—~~ CONTRACTOR shall not discriminate in the
33 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group
34 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual
35 orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education
36 Amendments of 1972; Title VI of the Civil Rights Act of 1964
37 (42 U.S.C.A. USC §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. USC §6101); and Title 9,

1 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent
 2 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as
 3 all may now exist or be hereafter amended or changed.

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

6 a. Denying a client or potential client any service, benefit, or accommodation.

7 //

8 b. Providing any service or benefit to a client which is different or is provided in a different
 9 manner or at a different time from that provided to other clients.

10 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
 11 others receiving any service or benefit.

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

14 e. Assignment of times or places for the provision of services.

15 2. Complaint Process — CONTRACTOR shall establish procedures for advising all clients through a
 16 written statement that CONTRACTOR's clients may file all complaints alleging discrimination in the delivery of
 17 services with CONTRACTOR, ADMINISTRATOR, or the
 18 U.S. Department of Health and Human Services' ~~Office for Civil Rights~~ OCR. CONTRACTOR's statement
 19 shall advise clients of the following:

20 a. In those cases where the client's complaint is filed initially with the ~~Office for Civil Rights~~
 21 ~~(Office)~~ OCR, the ~~Office~~ OCR may proceed to investigate the client's complaint, or the ~~Office~~ OCR may request
 22 COUNTY to conduct the investigation.

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

26 C. PERSONS WITH DISABILITIES — CONTRACTOR agrees to comply with the provisions of
 27 ~~Section~~ §504 of the Rehabilitation Act of 1973 (29 U.S.C.A. USC 794 et seq., as implemented in 45 CFR
 28 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. USC 12101, et seq.), pertaining to
 29 the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they
 30 exist now or may be hereafter amended together with succeeding legislation.

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

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

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XVIII. NOTICES

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

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

12 | 2. When faxed, transmission confirmed;

13 | 3. When sent by Email; or

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

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

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

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

26 | E. In the event of a death, notification shall be made in accordance with the Notification of Death
27 | ~~paragraph~~Paragraph of this Agreement.

XIX. NOTIFICATION OF DEATH

30 | A. NON-TERMINAL ILLNESS DEATH

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

35 | 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver or fax,
36 | a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

37 | 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain the

1 name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of
2 CONTRACTOR's officers or employees with knowledge of the incident.

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5 B. TERMINAL ILLNESS DEATH

6 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered, or
7 postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person
8 served hereunder. The Notification of Terminal Illness Death shall contain the name of the deceased, the date
9 and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or
10 employees with knowledge of the incident.

11 2. If there are any questions regarding the cause of death of any person served hereunder who was
12 diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
13 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with ~~subparagraph~~ Subparagraph
14 A. above.

16 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

25 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

29 1. ~~CCR~~ California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
30 75055(a), 75343(a), and 77143(a).

31 2. State of California, Department of ~~Alcohol and Drug Programs Reporting System (ASRS)~~ manual.

32 3. State of California, ~~Department of Alcohol and Drug Programs Fiscal System (DPFS)~~ manual.

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

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

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to
36 ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or unintentional use or
37 disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA)~~.

1 federal and state regulations and/or ~~COUNTY HIPAA Policies and Procedures (P&P) (COUNTY HIPAA~~
2 ~~P&P 1-2)~~ CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any
3 use or disclosure of ~~protected health information~~ PHI made in violation of federal or state regulations and/or
4 COUNTY policies.

5 C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner.
6 CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement
7 written record management procedures.

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

10 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
11 preparation, and confidentiality of records related to participant, client and/or patient records are met at all
12 times.

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

- 17 1. The medical records and billing records about individuals maintained by or for a covered health
- 18 care provider;
- 19 2. The enrollment, payment, claims adjudication, and case or medical management record systems
- 20 maintained by or for a health plan; or
- 21 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 25 1. Have documents readily available within ~~twenty four (24)~~ forty-eight (48) hour notice of a
- 26 scheduled audit or site visit.
- 27 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 28 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

29 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of
30 ~~Personally Identifiable Information (PII)~~ and/or PHI. CONTRACTOR shall, immediately upon discovery of a
31 breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such
32 breach by telephone and email or facsimile.

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

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J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client 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.

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

M. 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.

N. 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.

O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~ requests related to, or arising out of this Agreement within ~~twenty four (24)~~ forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXII. REVENUE

A. 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 available third-party reimbursement for which persons served hereunder may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

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

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

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XXIII. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any

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

6 **XXIV. SPECIAL PROVISIONS**

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

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

11 ~~2. Providing inpatient hospital services or purchasing major medical equipment.~~

12 ~~3~~ 2. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 13 funds (matching).

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

15 54. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

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

19 76. Paying an individual salary or compensation for services at a rate in excess of the current Level I of
 20 the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management (OPM)~~ OPM.
 21 The OPM Executive Salary Schedule may be found at www.opm.gov.

22 ~~8~~ 7. Fundraising.

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

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

28 1110. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
 29 services.

30 1211. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
 31 alcohol.

32 1312. Promoting the legalization of any drug or other substance included in Schedule 1 of
 33 ~~Section~~ §202 of the Controlled Substance Act (21 U.S.C. USC 812).

34 //

35 1413. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
 36 injection of any illegal drug.

37 14. ~~15~~. Assisting, promoting, or deterring union organizing.

1 15. Severance pay for separating employees.

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

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

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

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

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

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

12 4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not approved
13 in advance by ADMINISTRATOR.

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

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

20
21 **XXV. STATUS OF CONTRACTOR**

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

32
33 **XXVI. TERM**

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

1 | accounting.

3 | **XXVII. TERMINATION**

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

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

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

12 | 1. The loss by CONTRACTOR of legal capacity.

13 | 2. Cessation of services.

14 | 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
15 | another entity without the prior written consent of COUNTY.

16 | ~~4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
17 | required pursuant to this Agreement.~~

18 | ~~5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
19 | Agreement.~~

20 | ~~6. The continued incapacity of any physician or licensed person to perform duties required pursuant
21 | to this Agreement.~~

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

25 | D. CONTINGENT FUNDING

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

27 | a. The continued availability of federal, state and county funds for reimbursement of COUNTY's
28 | expenditures, and

29 | b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by
30 | the Board of Supervisors.

31 | //

32 | 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend
33 | terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

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

1 F. In the event this Agreement is terminated by either party, after receiving a Notice of Termination
2 CONTRACTOR shall do the following:

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

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

7 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon
8 request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly
9 transfer.

10 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's
11 best interests.

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

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

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

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

23
24 **XXVIII. THIRD PARTY BENEFICIARY**

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

27 //

28 //

29 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 PHOENIX HOUSE ORANGE COUNTY, INC.

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11 ~~BY: _____ DATED: _____~~

12
13 ~~TITLE: _____~~

14
15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

23
24
25 ~~SIGNED AND CERTIFIED THAT A COPY~~
26 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
27 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~

28 ~~ATTEST:~~

29
30 _____ DATED: _____

31 ~~DARLENE J. BLOOM~~
32 ~~Clerk of the Board of Supervisors~~
33 ~~Orange County, California~~

34 HEALTH CARE AGENCY

35
36 APPROVED AS TO FORM

1 OFFICE OF THE COUNTY COUNSEL
2 ORANGE COUNTY, CALIFORNIA

3
4
5 BY: _____ DATED: _____
6 DEPUTY

7
8
9 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
10 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
11 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
12 by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature
13 alone is required by HCA.
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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
~~ALCOHOL AND DRUG ABUSE~~ SUBSTANCE USE DISORDER ADOLESCENT RESIDENTIAL
 RECOVERY SERVICES
 WITH
 PHOENIX HOUSE ORANGE COUNTY, INC.
 JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2012

I. DEFINITIONS

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

A. CalOMS ~~means the California Outcomes Measurement System which~~ is a statewide participant-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, and provider levels.

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

~~C. DATAR means the Drug Abuse Treatment Access Report as required by the State Department of Alcohol and Drug Programs.~~

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

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

E. IRIS means a collection of applications and databases that serve the needs of programs within the County of Orange ~~Health Care Agency~~ 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.

F. Linkage to Services ~~means linkage will be made to~~ connecting clients to ancillary services such as outpatient and/or residential treatment, support and supportive services such as which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services.

G. ~~NIATx means the Network for Improvement of Addiction Treatment;~~ is a model for improving business process.

H. Ninety (90) day treatment program refers to ninety (90) calendar day program.

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

J. Participant means a person who has ~~an alcohol and/or other drug problem~~ a substance use disorder, for whom a COUNTY approved intake and admission for residential services as appropriate have been completed pursuant to this Agreement.

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

L. Residential Recovery means alcohol and other drug treatment services that are provided to Participants at a twenty-four (24)-hour residential program. Services are provided in an alcohol and drug free environment and support recovery from alcohol and/or other drug related problems. These services are provided in a non-medical, residential setting that has been certified by the State of California, Department of Alcohol and Drug Programs, and licensed by Community Care Licensing (CCL), Department of Social Services.

M. Structured Activities means Therapeutic and Non-Therapeutic activities designed to meet treatment goals.

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

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

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

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II. BUDGET

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

ADMINISTRATIVE COST

PERIOD ONE

PERIOD TWO

TOTAL

1	Indirect Cost	\$ <u>217,192</u>	\$ 195,944	\$ 391,888
2		<u>195,944</u>		
3	SUBTOTAL ADMINISTRATIVE COST	\$ <u>217,193</u>	\$ 195,944	\$ 391,888
4		<u>195,944</u>		
5				
6	PROGRAM COSTS			
7	Salaries	\$ <u>507,655</u>	\$ 496,589	\$ 993,178
8		<u>496,589</u>		
9	Benefits	<u>152,297</u>	158,908	317,816
10		<u>158,908</u>		
11	Services and Supplies	<u>203,197</u>	215,201	430,402
12		<u>215,201</u>		
13	Subcontracts	<u>-12,162</u>	24,010	48,020
14		<u>24,010</u>		
15	SUBTOTAL PROGRAM COSTS	\$ <u>875,311</u>	\$ 894,708	\$1,789,416
16		<u>894,708</u>		
17				
18	GROSS COST	\$1, <u>092,503</u>	\$1,090,653	\$2,181,306
19		<u>090,653</u>		
20				
21	REVENUE			
22	Donations	\$ <u>0</u>	\$ 0	\$ 0
23		<u>1,850</u>		
24	SUBTOTAL REVENUE	\$ <u>0</u>	\$ 0	\$ 0
25		<u>1,850</u>		
26				
27	MAXIMUM OBLIGATION	\$1,090,653	\$1,090,653	\$2,181,306

29 B. ~~CONTRACTOR~~ Any increases or decreases to the budget must be approved in advance and in writing by ADMINISTRATOR ~~may mutually agree in writing to modify subparagraph II.A. above.~~

31 ~~C. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (~~ C. ~~CFDA)~~ INFORMATION

32 1. ~~This~~ The Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through ~~this~~ the Agreement are specified below:

34 ~~CFDA Year: 2011~~

35 CFDA Year: 2011

36 CFDA#: No.: 93.959

37 Program Title: Block Grants for Prevention and Treatment of Substance Abuse

Federal Agency: Department of Health and Human Services
Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

2. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular Number A-133.

3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

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, state, and federal regulations. Non-compliance will require the completion of ~~corrective action plan(s) (CAP)~~ CAPs by CONTRACTOR. If CAPs are not completed within timeframes as determined 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, or Probation, 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.

1. CONTRACTOR’s ~~billings~~ invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR.

2. ~~Billings~~ Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed ~~billing~~ invoice form.

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

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D. All ~~billings~~ invoices 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.

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

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

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

8 H. In conjunction with Payments Paragraph ~~A of this Exhibit A to the Agreement~~, CONTRACTOR shall
9 not enter units of service into the County IRIS system for services not rendered. ~~-~~ If such information has been
10 entered, ~~CONTRACTOR~~ shall make corrections within ten (10) businesses days from notification by
11 ADMINISTRATOR

12 **IV. RECORDS**

13 **A. RECORDS**

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

17 a. Treatment plans which shall be completed and documented within fourteen (14) calendar days in
18 the Participant's record from the date of admission.

19 b. An admission record shall include documentation that residential services are appropriate for the
20 Participant. Such documentation, made within ~~fourteen (14)~~seven (7) calendar days of admission, shall include a
21 comprehensive psychosocial assessment.

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

26 1. Any apportionment of or distribution of costs, including indirect costs, to or between programs or
27 cost centers of CONTRACTOR shall be documented, and shall be made in accordance with generally
28 accepted accounting principles, ~~the ASRS Manual, and the DPFS Manual~~.

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

31 3. The Participant eligibility determination and fee charged to and collected from Participant, together
32 with a record of all billings rendered and revenues received from any source on behalf of Participant treated
33 pursuant to ~~this~~the Agreement, must be reflected in CONTRACTOR's financial records.
34

35 **V. REPORTS**

36 **A. MONTHLY PROGRAMMATIC**

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

6 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any problems
 7 in implementing the provisions of ~~this~~ the Agreement, pertinent facts or interim findings,
 8 staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
 9 changes.

10 B. FISCAL

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

17 2. CONTRACTOR shall submit Year End Projection Reports on a quarterly basis to
 18 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR
 19 and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost
 20 center(s) described in the Services ~~paragraph~~ Paragraph of ~~this~~ Exhibit A to ~~this~~ the Agreement. Such reports
 21 shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of
 22 the fiscal year. Year End Projection Reports shall be submitted in conjunction with the monthly Expenditure and
 23 Revenue Reports and shall be due on the following dates: October 15, January 15, and April 15 for each
 24 Period.

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

30 //

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

34 E. VEHICLE - CONTRACTOR shall submit to ADMINISTRATOR the requirements for the use of
 35 County Vehicles as described in ~~paragraph~~ Paragraph VII. of Exhibit B to ~~this~~ the Agreement.

36 F. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by
 37 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.

1 ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the
2 information is needed.

4 VI. SERVICES

5 A. FACILITY - CONTRACTOR shall operate licensed and certified alcohol and drug abuse residential
6 programs to include services in accordance with the standards established by the County, the State ~~Department~~
7 ~~of Alcohol and Drug Programs~~, and the California Department of Social Services within the specifications
8 stated below, unless otherwise authorized by the Administrator. CONTRACTOR shall provide ~~Alcohol and~~
9 ~~Drug Abuse~~ Substance Use Disorder Adolescent Residential Recovery Services within a licensed and certified
10 adolescent facility. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall
11 maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout
12 the year. These services shall be provided at 1207 E. Fruit St., Santa Ana, California, or at any other facility
13 approved in advance, in writing, by ADMINISTRATOR.

14 B. PERSONS TO BE SERVED - CONTRACTOR shall serve male and female adolescents ages twelve
15 (12) and/or eligible for ninth (9th) grade through seventeen (17) years of age, who ~~are detoxified from all~~
16 ~~substances~~ have abstained from substance use for at least twenty-four (24) hours; have a diagnosis of a
17 substance use disorder, and demonstrate a need for an alcohol and drug abuse residential setting. Participants
18 who are eighteen (18) years of age, but who are admitted into the program prior to such age, may continue in
19 the program until completion or termination with the approval of ADMINISTRATOR.

20 C. ADMISSIONS FOR ADOLESCENT RESIDENTIAL SERVICES

21 1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the
22 program's rules and regulations. Said persons shall include persons living with HIV disease, as well as persons
23 with a concurrent diagnosis of mental illness, i.e., those identified as having a dual diagnosis. Dually diagnosed
24 persons and others who require prescribed medication shall not be precluded from acceptance or admission
25 solely based on their licit use of prescribed medications. Persons having a concurrent diagnosis of mental illness
26 will be served in accordance with Federal Substance Abuse Prevention and Treatment Block Grant Program
27 requirements and COUNTY guidelines.

28 2. CONTRACTOR shall have a policy that requires Participant who shows signs of any
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 program.

31 3. ADMISSION POLICY - CONTRACTOR shall grant priority in admissions to persons referred
32 by ADMINISTRATOR, and shall establish and make available to the public, a written admission policy, which
33 shall include, but not be limited to the following treatment priorities:

- 34 a. First priority for admission shall be given to pregnant injection drug users.
- 35 b. Second priority for admission shall be pregnant substance abusers.
- 36 c. Third priority for admission shall be injection drug users.
- 37 d. Fourth priority for admission shall be given to all other substance abusers.

1 4. Otherwise, priority shall also be granted to all Participants who have successfully completed a
 2 detoxification program. CONTRACTOR shall notify ADMINISTRATOR once participant is admitted or put
 3 on a wait list.

4 5. CONTRACTOR's admission policy shall reflect all applicable federal, state, and county
 5 regulations.

6 6. CONTRACTOR shall grant priority in admissions to persons referred by ADMINISTRATOR.

7 7. CONTRACTOR shall have the right to refuse admission of a person only in accordance with its
 8 written admission policy; provided, however, CONTRACTOR shall comply with the Nondiscrimination
 9 provisions of ~~this~~the Agreement.

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

12 D. WAITING LISTS - CONTRACTOR shall maintain waiting lists which satisfy the following
 13 requirements:

14 1. Only individuals who have been screened to determine eligibility for admission are on the waiting
 15 list.

16 2. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of qualified
 17 applicants for admission, is maintained along with dates of application, and dates and nature of follow up
 18 contacts.

19 3. A policy shall be ~~is~~ maintained defining what individuals on waiting lists must do to remain eligible
 20 for admission and/or how CONTRACTOR will go about ensuring that applicants for admission remain
 21 interested in entering treatment.

22 4. Criteria shall be ~~are~~ maintained defining when an individual's name is to be removed from the
 23 waiting list because of a loss of eligibility for admission or a failure to keep in contact with CONTRACTOR.

24 //

25 E. INTERIM SERVICES - All persons who are not admitted into a residential program within fourteen
 26 (14) calendar days due to lack of capacity, and who place their names on the waiting list for admission, shall be
 27 provided interim services. Interim services shall consist of: tuberculosis (TB) counseling, voluntary testing,
 28 referral for medical evaluation, if appropriate, and HIV education, HIV risk assessment and disclosure
 29 counseling and voluntary confidential HIV antibody testing. For pregnant adolescents, interim services shall also
 30 include counseling on the effects of alcohol and drugs on the developing fetus; and referral to prenatal medical
 31 care services. Interim services may be provided directly or by referral to the COUNTY or another appropriate
 32 provider. Provision of interim services shall be documented on the DATAR and reported monthly to the State

33 ~~E~~

34 F. UNITS OF SERVICE

35 1. CONTRACTOR shall provide a minimum of six thousand two hundred forty-two (6,242) Units of
 36 Service for adolescents.

37 2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the Units of

1 Service set forth in ~~subparagraph~~ Subparagraph VI.C.F.1. above.

2 F.G. RESIDENTIAL ADOLESCENT RECOVERY SERVICES

3 1. CONTRACTOR shall provide an alcohol and drug-free residential program to Adolescent
4 Participants for no more than one hundred eighty (180) days of treatment within specifications stated below,
5 unless otherwise authorized by ADMINISTRATOR.

6 2. CONTRACTOR shall not allow any Participant to remain more than six (6) months in its
7 residential component without prior written approval of ADMINISTRATOR. The program shall include
8 alcohol and drug abuse education, recovery planning, recreational programming, group discussion for
9 adolescent alcohol and other drug abusers within a supportive residential environment, linkages to school
10 districts for the continuation of education, vocational planning referrals to appropriate ancillary services, and
11 aftercare or continuing support as needed.

12 3. CO-OCCURRING DISORDERS: CONTRACTOR shall provide rehabilitative and recovery
13 services to Participants with co-occurring disorders and ensure that such services address the relationship
14 between the two diagnoses throughout treatment.

15 4. RESIDENTIAL RECOVERY PROGRAM shall consist of the following:

16 a. Screening – Prior to admission into program, CONTRACTOR shall screen individuals for
17 appropriate placement into program and length of stay.

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

21 1) Overview of Program structure and schedules

22 2) Program rules and regulations

23 3) Policies regarding participant fees

24 4) Participant rights

25 5) Assignment of a counselor

26 6) Staff Code of Conduct

27 7) Continuing care services

28 c. Assessment – Within seven (7) calendar days of admission, CONTRACTOR shall provide a
29 standardized, comprehensive risk and needs assessment on each Participant which both assesses alcohol/drug
30 abuse history, family history, mental and emotional status, legal status, educational and vocational background as
31 well as daily living skills, stress management, literacy, employment, education, and money management.
32 CalOMS may also be used as an Assessment Tool. Assessment tools shall be co-occurring capable, meet best
33 practice standards and may include ~~Addiction Severity Index (ASI)~~, CalOMS or other assessment tools that
34 are completed and signed by staff and Participant. The tool shall be approved by ADMINISTRATOR.

35 ~~e~~

36 d. Case Management – CONTRACTOR shall provide Case Management services by
37 contacting outside agencies and making referrals for services outside the scope of comprehensive substance

1 abuse services as identified in the Participant's recovery. Such concomitant services include academic
 2 education, vocational training, medical and dental treatment, pre- and post- counseling and testing for infectious
 3 diseases, legal assistance, job-search assistance, financial assistance, childcare, and self-help programs such as
 4 twelve (12) – step programs. Said linkages, referrals and follow-up are to be documented in the Participant file.

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

8 ~~1) Overview of Program structure and schedules~~

9 ~~2) Program rules and regulations~~

10 ~~3) Policies regarding participant fees~~

11 ~~4) Participant rights~~

12 ~~5) Assignment of a counselor~~

13 ~~6) Staff Code of Conduct~~

14 ~~7) Continuing care services~~

15 ~~d. Treatment/Recovery Plan~~ – CONTRACTOR shall develop an individualized
 16 treatment/recovery plan with each Participant within fourteen (14) calendar days of admission into the Program
 17 which shall be based upon the Participant's needs identified in the assessment process. Each treatment plan
 18 shall include identification of a minimum of three (3) problem areas, including a drug and/or alcohol problem,
 19 individualized long and short term individualized goals for addressing the identified needs with, action steps,
 20 target dates and dates of resolution for each. Every fourteen (14) calendar days, CONTRACTOR shall review
 21 and document, with the Participant, and document, in the progress notes, the Participant's progress on the
 22 treatment/recovery plan. CONTRACTOR shall update the treatment plan when a change in problem
 23 identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the
 24 initial treatment plan, and no later than every ninety (90) calendar days thereafter, whichever comes first.

25 ~~e. f. Structured Therapeutic Activities~~: Residential Recovery services shall consist of
 26 a minimum of twenty (20) hours of structured activity per week of which Participants must engage in a minimum
 27 of fourteen (14) hours of therapeutic activity per week; and shall include, at a minimum, the following:

28 1) Individual Counseling – CONTRACTOR shall provide individual counseling to
 29 Participants. ~~Counseling shall be culturally appropriate to Participants' needs.~~

30 2) Group Counseling – CONTRACTOR shall provide counseling within a group setting to
 31 Participants. Group interventions and activities may include, but are not limited to process groups, seminars and
 32 educational groups, house and community group meetings, self-help meetings and/or practical life skills group
 33 activities.

34 ~~g. Non-Structured Therapeutic Structured Activities~~: CONTRACTOR shall provide a minimum
 35 of six (6) hours of non-~~structured~~-therapeutic structured activity per week that includes work, school, and
 36 volunteer hours outside the facility, chores, and recreation and socialization activities. Recreational and
 37 Socialization activities for Participant may include, but are not limited to:

1) Teach the concepts of rules, teamwork, and sportsmanship.

2) Provide guidance on use of recreational or leisure time.

3 ~~g~~. Treatment Phases - CONTRACTOR's program shall consist of progressive treatment phases
4 which shall be defined in CONTRACTOR's Program Protocol, approved by the ADMINISTRATOR, and
5 include measurement of Participant's progress in order to advance to subsequent phases. The Program
6 Protocol shall be CONTRACTOR's written program description, goals and objectives, and policies established
7 by CONTRACTOR for the Residential Recovery Program as provided for under ~~this~~the Agreement. For
8 ninety (90) calendar days or longer treatment programs, each Participant shall be restricted to the premises of
9 the facilities listed within ~~this~~the Agreement for the first thirty (30) calendar days of the program. Exceptions for
10 restriction to the premises shall be allowed for medical and psychiatric services, or other staff-approved
11 activities under CONTRACTOR supervision. Treatment phases shall consist of the following:

12 1) Orientation and Engagement consisting of activities designed to interrupt negative alcohol
13 or other drug abuse lifestyle factors, address denial, and assist the Participant's adjustment to a sober
14 environment.

15 2) Primary Treatment, Internalization, and Socialization consisting of activities designed to
16 assist Participants in working on personal issues, cultivate support systems, and seek educational/vocational
17 opportunities.

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20 3) Re-Entry and Externalization consisting of activities designed to assist the Participant with
21 separation issues, develop appropriate community support systems, gain employment and/or enroll in
22 educational/vocational programs, and finalize exit plans.

23 ~~h~~. Transition/Exit Planning – CONTRACTOR shall begin discharge planning immediately after
24 enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen (14) calendar days prior to
25 Participant's planned discharge from the program. The transition and exit plan shall be completed and signed by
26 CONTRACTOR staff and Participant. The transition and exit plan shall include:

27 1) Identifying the Participant's achievements while in the Residential Recovery program such
28 as meeting or progressing towards educational or vocational goals.

29 2) A strategy or strategies to assist the Participant in maintaining an alcohol and drug free
30 lifestyle.

31 3) A continuing treatment exit plan that includes referral and linkage and transition of the
32 Participant to an appropriate support service such as outpatient treatment, other support services such as
33 vocational rehabilitation, job training, and other services. CONTRACTOR shall make best efforts to
34 schedule an appointment for outpatient services, if needed, and documents this in the Participant's chart. The
35 continuing treatment plan shall also include the goals identified in the Participant's treatment plan.

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

1 5) CONTRACTOR shall provide linkage to outpatient treatment, support services such as
 2 self-help groups, social services, rehabilitation services, vocational services, job training services or other
 3 appropriate services.

4 ~~h.~~ DISCHARGE SUMMARY - CONTRACTOR shall develop written procedures regarding
 5 participant discharge. Written criteria for the discharge summary shall include:

6 1) Reason for discharge

7 2) Description of treatment episodes or recovery services

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

9 4) Vocational and educational achievements

10 5) Legal status

11 6) Linkages and referrals made

12 7) Participants comments

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

15 ~~h.~~ Graduation - CONTRACTOR shall consider all Participants to be graduated upon
 16 completion of their residential treatment program in accordance with the treatment plan.

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19 ~~h.~~ Continuing Care - CONTRACTOR may operate a Continuing Care Program following
 20 graduation and Participant's release to community residence. Continuing Care should consist of activities
 21 supportive of continuing sobriety and community integration.

22 ~~h.~~ Food and Other Services - CONTRACTOR shall provide a clean, safe environment,
 23 toiletries, clean linen, food service, storage, and supervision of medication.

24 ~~h.~~ Support Services - CONTRACTOR shall provide housekeeping; laundry; maintenance and
 25 arrangements for emergency and non-emergency medical services.

26 ~~h.~~ o. Collateral Services - CONTRACTOR shall provide as appropriate, individual
 27 and group sessions for Participant's family members, with the Participant present, to deal with family dynamics
 28 that could contribute to the Participant's relapse, and potential or actual abuse elsewhere in the family system.
 29 Collateral Service shall include the Participant unless determined inappropriate by the Counselor.

30 ~~h.~~ p. Supervision - CONTRACTOR shall provide adolescent Participant supervision in
 31 accordance with Community Care Licensing and CONTRACTOR's policies and procedures.

32 ~~h.~~ eq. Education Access - CONTRACTOR shall ensure that each adolescent Participant has
 33 access to educational services required by federal, state, and local Education Codes.

34 5. HEALTH, MEDICAL, PSYCHIATRIC, AND EMERGENCY SERVICES

35 a. CONTRACTOR shall ensure that all persons admitted for Residential recovery services have
 36 a health questionnaire completed using form ADP 10100-A-E, or may develop their own form provided it
 37 contains, at a minimum, the information requested in the ADP 10100-A-E.

1) The health questionnaire is a Participant's self-assessment of his/her current health status and shall be completed by Participant. CONTRACTOR shall review and approve the health questionnaire form prior to Participant's admission to the program. The completed health questionnaire shall be signed and dated by CONTRACTOR and Participant.

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

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

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

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

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

d. The programs shall have written procedures for obtaining medical or psychiatric evaluation and emergency services.

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

f. CONTRACTOR shall provide ~~tuberculosis (TB)~~ services directly to the Participants or by referral to the COUNTY or another appropriate provider. TB services shall be provided within seven (7) calendar days of admission. These TB services shall consist of the following:

1) Counseling with respect to TB;

2) Testing to determine whether the individual has been infected and to determine the appropriate form of treatment;

3) Provision for, or referral of, infected Participants for medical evaluation, treatment and clearance. CONTRACTOR shall ensure that a TB-infected Participant is medically cleared prior to commencing treatment.

6. TRANSPORTATION SERVICES

a. COUNTY shall only pay for medical ambulance or medical van transportation to and from designated Residential alcohol and drug abuse treatment programs or health facilities through the COUNTY'S Medical Transportation Agreement under the following conditions:

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

2) When any Participant needs non-emergency transportation as identified in section 165.b. below, and CONTRACTOR cannot transport Participant due to unforeseen circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a timely manner or Participant's physical condition and/or limitations.

3) CONTRACTOR shall utilize the COUNTY'S Ambulance Monthly Rotation Call Log to

1 request transportation services from Ambulance Providers designated for transportation within the city of the
2 CONTRACTOR's facility for each said month as identified on the log.

3 4) CONTRACTOR shall use its best efforts to contact Ambulance Providers identified on
4 the Monthly Rotation Call Log as those providers who offer van transportation services if and when an
5 ambulance is not required.

6 5) CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for
7 services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service under
8 this section by the COUNTY.

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

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17 **G.H. DRUG SCREENING**

18 1. CONTRACTOR shall have a written policy and procedure statement regarding drug screening
19 that includes unannounced drug and/or alcohol testing at a minimum of one (1) time per month for all
20 Participants. Additional frequency of alcohol and drug testing shall be determined individually for each youth
21 based on clinical appropriateness and should allow for rapid response to the possibility of relapse. The urine
22 specimen collection shall be observed by same sex staff. This policy shall be approved by the
23 ADMINISTRATOR. For those situations where alcohol and/or drug screening is deemed appropriate and
24 necessary, CONTRACTOR shall:

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

27 b. Document results of the alcohol and/or drug screening in the Participant's file.

28 2. CONTRACTOR may utilize a COUNTY contracted laboratory for drug screening purposes,
29 upon written approval of ADMINISTRATOR. If CONTRACTOR chooses to utilize a COUNTY contracted
30 laboratory, CONTRACTOR shall collect and label samples from Participants in accordance with
31 ADMINISTRATOR'S policy.

32 3. Such testing shall be provided at COUNTY'S expense. CONTRACTOR shall label and deliver
33 samples to COUNTY'S ~~Alcohol and Drug Abuse Services~~ program site(s) specified by ADMINISTRATOR
34 or mail samples to a licensed laboratory, at the address provided by ADMINISTRATOR.

35 4. In the event that any Participant of CONTRACTOR receives a drug test result indicating any
36 substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall be
37 documented in the Participant's file. CONTRACTOR shall notify ADMINISTRATOR within two (2) business

1 days of receipt of such drug test results and the corrective action to be taken if the Participant is allowed to
2 remain in the Program.

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4 ~~INTERIM SERVICES - All persons who are not admitted into a residential program within fourteen (14)~~
5 ~~calendar days due to lack of capacity, and who place their names on the waiting list for admission, shall be~~
6 ~~provided interim services. Interim services shall consist of: TB counseling, voluntary testing, referral for medical~~
7 ~~evaluation, if appropriate,; and HIV education, HIV risk assessment and disclosure counseling and voluntary~~
8 ~~confidential HIV antibody testing. For pregnant adolescents, interim services shall also include counseling on the~~
9 ~~effects of alcohol and drugs on the developing fetus; and referral to prenatal medical care services. Interim~~
10 ~~services may be provided directly or by referral to the COUNTY or another appropriate provider. Provision of~~
11 ~~interim services shall be documented on the DATAR and reported monthly to the State Department of Alcohol~~
12 ~~and Drug Programs.~~

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16 I. PERFORMANCE OUTCOMES

17 1. CONTRACTOR shall achieve performance objectives for each Period, tracking and reporting
18 Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.
19 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the
20 objectives, and, therefore, revisions to objectives and services may be implemented by mutual agreement
21 between CONTRACTOR and ADMINISTRATOR. Performance outcome objectives for each Period follow:

22 2. Performance Outcome Objectives:

23 a. Objective 1: CONTRACTOR shall provide effective residential substance abuse assessment,
24 treatment, and counseling to adolescents with identified alcohol and/or drug problems as measured by retention
25 and completion rates.

26 1) Retention Rates shall be calculated by using the number of Participants currently enrolled
27 in or successfully completing the treatment program divided by the total number of Participants served during the
28 evaluation period.

29 2) Completion rates shall be calculated by using the number of Participants successfully
30 completing the treatment program divided by the total number of Participants discharged during the evaluation
31 period.

32 b. Objective 2: CONTRACTOR shall have the Participant complete the CESI for
33 eighty percent (80%) of Participants at time of Intake. The CEST shall be completed at mid-point and at
34 completion for those Participants receiving, at a minimum, forty-five (45) calendar days of treatment.

35 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by
36 designated Participants. This would include, but is not limited to, ensuring surveys contain provider number,
37 Participant ID number, responses to all psychosocial questions, along with other important Participant and

1 CONTRACTOR information, and fields are filled and/or marked appropriately.

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

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

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

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

11 1) Reduced waiting times

12 2) Reduced no-shows

13 3) Increased admissions

14 4) Increased continuation in treatment

15 J. CONTRACTOR's Executive Director or designee shall participate, when requested, in meetings
16 facilitated by ADMINISTRATOR related to the provision of services pursuant to ~~this~~the Agreement.

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

21 L. PROBATION GUIDELINES - CONTRACTOR shall comply with all applicable provisions of
22 Probation and Social Service Agency's Residential Treatment Facility Guidelines.

23 M. CONTRACTOR shall apply for and receive approval of Probation to provide residential treatment
24 services. CONTRACTOR shall recognize the authority of Probation as officers of the court, and shall extend
25 cooperation to Probation within the constraints of CONTRACTOR's program of ~~Alcohol and Drug~~
26 ~~Abuse~~Substance Use Disorder Residential Treatment Services.

27 N. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy, which
28 shall be reviewed and approved by ADMINISTRATOR that specifies the facility is “smoke free,” and
29 Participants are prohibited from smoking at all times.

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

32 1. Sign in logs;

33 2. Visitation hours; and

34 3. Designated visiting areas at the facility.

35 P. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a
36 Participant sign in/out log and schedule for all Participants, which shall include, but not be limited to, the
37 following:

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

4 Q. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by
 5 ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor
 6 complaints, staff contact information available to neighboring residents and complaint procedures.

7 R. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
 8 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

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

- 17 a. Token of each staff member who no longer supports ~~this~~the Agreement.
- 18 b. Token of each staff member who no longer requires access to the HCA IRIS.
- 19 c. Token of each staff member who leaves employment of CONTRACTOR.
- 20 d. Tokens malfunctioning.

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

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

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VII. STAFFING

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

<u>PROGRAM STAFF</u>	<u>FTEs</u>
<u>Program Director</u> Administrative	0. 57 40
<u>Director of Adolescent Services</u> Counselor	0. 06 05
<u>Project Administrator</u> Counselor Case Manager	0.40 2.01
<u>Chief Clinical Specialist</u> Counselor overnight	0.43 2.00
<u>Therapist</u> Counselor Senior	0.56 1.34
<u>Vocational Ed. Counselor</u> Counselors	0.57 2.01
<u>LPT Licensed Psychiatric Tech</u> Driver	0. 57 33
<u>Night Counselor</u> Facility Maintenance Supervisor	1.14 0.31
<u>Manager Food Services, Cook</u> LPT Licensed Psychiatric Tech	0. 42 67
Psychiatric Tech	
<u>Counselor Case Manager</u> Food Services	1.14 0.21
<u>Driver</u> Night Counselor	0.28 1.34
<u>Admissions Coordinator</u> Project Administrator	0. 57 33
<u>Counselor Senior</u> Supervising Sr.	1.71 0.67
<u>Counselor 2</u> Supervisor I	0. 57 33
<u>Counselor 1</u> Therapist Family P/T	2.56 0.66
<u>Counselor Overnight</u> Vocational Ed.	1.71 0.66
<u>Counselor Re-entry</u> TOTAL FTEs	0.57 13.32
<u>Facility Maintenance Supervisor</u>	0.28
<u>TOTAL FTEs</u>	<u>14.11</u>

35 1. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of
36 services pursuant to ~~this~~the Agreement.

37 2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing

1 set forth in ~~subparagraph~~Paragraph VII.A. above, provided, however, such agreement is made in advance of
2 any staffing change.

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

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7 B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of ~~threshold languages as~~
8 ~~determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical~~
9 ~~vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the~~
10 ~~above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in~~
11 ~~writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions~~
12 ~~may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in~~
13 ~~writing, in advance, by ADMINISTRATOR~~the population to be served under the Agreement. Whenever
14 possible, bilingual/bicultural staff should be retained.

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

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

29 E. CONTRACTOR shall obtain a criminal record review, in accordance with Health and Safety Code
30 Section 1522, for all staff specified in ~~subparagraph~~Subparagraph VII.A. above, and interns or volunteers who
31 replace or supplement such staff in providing direct care and supervision of the adolescent Participants.
32 CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the provision of
33 services to the Participants prior to such staff becoming involved with the Participants. CONTRACTOR shall
34 provide copies of the criminal record reviews to ADMINISTRATOR within ten (10) days of receiving such
35 reviews.

36 F. STAFF CONDUCT – CONTRACTOR shall establish written Policies and Procedures for
37 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to,

standards related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual conduct with Participants; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to Administrator's attention prior to the occurrence. Prior to providing any services pursuant to ~~this~~the Agreement, all employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies and Procedures. The ~~said Policies and Procedures~~staff Code of Conduct shall be posted in writing in a prominent place in the treatment facility and updated annually by the Board of Directors.

G. CONTRACTOR shall provide pre-employment screening of any staff person providing adolescent services pursuant to ~~this~~the Agreement. All staff shall pass an Orange County criminal justice background check conducted by the Orange County Probation Department on a yearly basis. Program Directors, Managers, and other Supervisory staff will be requested to voluntarily submit to a more extensive background check including "live scan" fingerprinting. The results of the finger printing will be sent directly from the Department of Justice to Probation.

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

- a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under California Penal Code Section 290;
- b. No person shall have been convicted of an arson offense – Violation of Penal Code Sections 451, 451.1, 451.5, 452, 453.1, 453, 454, or 455;
- c. No person shall have been convicted of any violent felony as defined in Penal Code, Section 667.5, which involves doing bodily harm to another person, for which the staff member was convicted within five (5) years prior to employment;
- d. No person shall be on parole or probation;
- e. No person shall participate in the criminal activities of a criminal street gang and/or prison gang; and
- f. No person shall have prior employment history of improper conduct, including but not limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with staff or residents at another treatment facility.

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

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

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

1 ~~J. CONTRACTOR shall provide ongoing training in topics related to alcohol and drug use on a yearly~~
2 ~~basis.~~

3 K. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for purposes
4 of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
~~ALCOHOL AND DRUG ABUSE~~ SUBSTANCE USE DISORDER ADOLESCENT RESIDENTIAL
 RECOVERY SERVICES
 WITH
 PHOENIX HOUSE ORANGE COUNTY, INC.
 JULY 1, ~~2012~~ 2011 THROUGH JUNE 30, ~~2014~~ 2012

I. COUNTY VEHICLE

A. COUNTY has agreed to provide or cause to be provided to CONTRACTOR County Vehicle(s) in accordance with the ownership requirements specified in the Equipment ~~paragraph~~ Paragraph of ~~this~~ the Agreement.

B. CONTRACTOR shall repair, maintain and operate each County Vehicle in accordance with this Exhibit B.

C. CONTRACTOR shall obtain, pay for, and maintain in full force and effect throughout the term of ~~this~~ the Agreement, automobile insurance which covers each County Vehicle in accordance with the Indemnification and Insurance ~~paragraph~~ Paragraph of ~~this~~ the Agreement.

D. Upon the request of ADMINISTRATOR, whether verbal or in writing, CONTRACTOR shall, without notice, immediately provide ADMINISTRATOR with the current location of each County Vehicle provided by COUNTY.

E. At its sole discretion, ADMINISTRATOR may at any time require the return of any County Vehicle provided to CONTRACTOR. Further, it is understood by the parties that any County Vehicles are to be surrendered immediately and in good working order and condition to COUNTY upon termination of ~~this~~ the Agreement.

II. USE OF COUNTY VEHICLE

A. CONTRACTOR shall require each person employed by CONTRACTOR to provide the services set forth in ~~this~~ the Agreement and to read the rules and regulations for use of the County Vehicle. In addition, employees authorized by CONTRACTOR to drive the County Vehicle and their supervisor shall discuss these rules and regulations. The supervisor shall reasonably ascertain that employees understand their responsibilities before the employees operate the County Vehicle.

B. CONTRACTOR shall place and maintain a copy of these rules and regulations together with proof of insurance in each County Vehicle in possession of CONTRACTOR.

C. CONTRACTOR shall use a County Vehicle only for official County business. CONTRACTOR shall use a County Vehicle only to provide the services set forth in the Services ~~paragraph~~ Paragraph of Exhibit A to ~~this~~ the Agreement and shall operate any County Vehicle in a courteous, reasonable and prudent manner, and in accordance with all applicable state and local laws, ordinances, and regulations. County Vehicles shall not be

1 operated outside the County of Orange unless specifically authorized, in writing, by ADMINISTRATOR.

2 D. Operators and occupants of any County Vehicle shall use the seat belts and shoulder harnesses with
3 which the County Vehicle is equipped.

4 E. EXTERIOR/INTERIOR OF VEHICLE ~~---~~ CONTRACTOR shall not, under any circumstances,
5 modify the exterior or interior of any County Vehicle in any way from the condition in which it was received,
6 including the addition or removal of any equipment, and the painting of any numerals, letters or logos on the
7 vehicle.

8 9 **III. OPERATOR QUALIFICATIONS**

10 The driver(s), provided by CONTRACTOR to drive a County Vehicle in the performance of ~~this~~the
11 Agreement, shall possess the following minimum qualifications:

12 A. Regularly employed by CONTRACTOR, at least twenty (20) hours per week and possessing either:

13 1. A valid Class B California Driver's License in order to transport more than ten (10) passengers,
14 including the driver, in a County Vehicle as designed, used or maintained; or

15 2. A valid Class C California Driver's License in order to transport no more than ten (10)
16 passengers, including the driver, in a County Vehicle as designed, used or maintained.

17 B. A good driving record, as defined in writing by CONTRACTOR. Such definition shall exclude any
18 history of driving while under the influence of alcohol or other drugs, and shall include, but not be limited to, the
19 acceptable frequency and number of moving violations, and his/her ability to document use of a County Vehicle
20 by maintaining the Log described in ~~paragraph~~Paragraph IV. below.

21 C. Preferably, experience working with recovering substance abusers.

22 D. Any person(s) regularly assigned to operate a County Vehicle shall possess:

23 1. knowledge of basic vehicle maintenance;

24 2. knowledge of Orange County streets and freeways.

25 26 **IV. VEHICLE LOG**

27 CONTRACTOR shall maintain within each County Vehicle, a report, herein referred to as the "Log." The
28 Log shall be maintained by the vehicle operator and include, at a minimum, the following information:

29 A. Name of driver.

30 B. Date, place and time of trip origin.

31 C. Purpose of trip and destination.

32 D. Mileage at start of trip.

33 E. Number of persons, and/or type(s) of articles transported.

34 F. Identification of intermediate stops.

35 G. Mileage and time of arrival at destination.

36 H. Report of incidents.

V. VEHICLE MAINTENANCE

A. CONTRACTOR shall undertake periodic vehicle maintenance, inspection and repair in accordance with ~~this~~the Agreement, the vehicle warranty, and the maintenance schedule as follows:

1. Every 5,000 miles:
 - a. routine safety check, including brakes;
 - b. servicing, including lubrication, oil change, and filter.
 - c. check air filter and replace if necessary
2. Additionally, every 30,000 miles:
 - a. fuel filter replacement
 - b. automatic transmission service;
 - c. cooling system service, including hose replacement if necessary.
3. Additionally, every 100,000 miles:
 - a. tune-up,
 - b. replace spark plugs,
 - c. clean fuel injectors

B. County Vehicles not accruing 5,000 miles within six (6) months shall, however, receive a routine safety check, including brakes, routine servicing, lubrication, oil and filter change.

VI. PARKING AND STORAGE

A. Each County Vehicle, when left unattended, shall be locked with the brakes set. When not in use and whenever possible, each County Vehicle shall be stored and garaged off the street in a secure area. CONTRACTOR shall, at all times, take all reasonable and prudent steps to safeguard each County Vehicle and minimize exposure of the County Vehicle to damage, misuse, theft or vandalism.

B. The operator of a County Vehicle shall ensure the use of only unleaded gasoline and 5W30 SAE HD oil in the County Vehicle. CONTRACTOR shall maintain records of all maintenance and repairs to each County Vehicle, and the costs of gasoline and oil.

VII. REPORTING

A. CONTRACTOR shall provide ADMINISTRATOR, no later than thirty (30) calendar days after the effective date of ~~this~~the Agreement, a list of the names of employees authorized to drive each County Vehicle, the location where each County Vehicle is garaged and pictures showing the front, right, left and rear sides of each County Vehicle.

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B. CONTRACTOR shall provide ADMINISTRATOR, no later than thirty (30) calendar days after the effective date of ~~this~~the Agreement, a copy of each driver's license and ~~Department of Motor Vehicles (DMV)~~ printout for each employee authorized to drive each County Vehicle. The DMV printout should not be dated

1 earlier than the effective date of ~~this~~the Agreement.

2 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of any
3 changes in the list of employees authorized to drive each County Vehicle. For additions to the list of authorized
4 drivers, CONTRACTOR shall submit a copy of the driver's license and DMV printout for each employee
5 added. The date of the DMV printout should be no earlier than thirty (30) calendar days from the date the
6 employee was authorized to drive each County Vehicle.

7 D. CONTRACTOR shall submit to ADMINISTRATOR by the tenth (10th) business day of each month,
8 a copy of each vehicle log, as described in ~~paragraph~~Paragraph IV. of this Exhibit, and copies of receipts and
9 invoices of maintenance and repair expenses incurred for each County Vehicle during the prior month.

10 E. CONTRACTOR shall notify ADMINISTRATOR, in accordance with the Notices
11 ~~paragraph~~Paragraph of ~~this~~the Agreement, of any collisions or incidents involving a County Vehicle.
12 CONTRACTOR shall investigate any damage or misuse of the County Vehicle, and shall report such damage
13 and misuse to ADMINISTRATOR, together with any recommendations made, and action taken, to prevent
14 such damage or misuse in the future.

15 VIII. COLLISIONS

17 A. Each County Vehicle shall be equipped, at a minimum and at all times, with a first-aid kit and fire
18 extinguisher for use in an emergency.

19 B. CONTRACTOR shall develop and maintain procedures to be followed by the vehicle operator in case
20 of a collision involving a County Vehicle. Procedures to be followed by the operator of a County Vehicle in the
21 event of a collision shall include, but not be limited to:

22 1. Request local Police or ~~California Highway Patrol (CHP)~~CHP to make an investigation of the
23 collision and advise the Police or CHP if an ambulance is required or if a traffic hazard is created by the
24 damaged vehicles.

25 2. Immediately advise supervisor of any collisions and proceed as follows:

26 a. DO NOT discuss details of the collision or the events leading thereto with anyone other than
27 to provide brief answers to questions asked by the investigating officer(s).

28 b. DO NOT argue or try to place blame for the collision.

29 c. DO NOT attempt to negotiate or make any promise to other parties involved.

30 3. Identify oneself to other parties:

31 a. Show driver's license to other parties involved.

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34 b. Provide other parties involved with CONTRACTOR's name, work telephone number,
35 vehicle license plate number and the name of the insurance carrier providing coverage on the County Vehicle.

36 4. Identify and obtain the name(s) of the driver(s) of other vehicle(s) involved through driver's
37 license(s):

- 1 a. Inquire whether the address on the license is current.
- 2 b. Request a residential address and a business telephone number.
- 3 5. Obtain the names(s) of any other passenger(s) in the vehicle(s) involved, the vehicle(s) license
- 4 plate number and the name(s) of anyone who witnessed the collision.
- 5 6. Reporting the Collision - Complete the Vehicle Collision Report [County Form F293-FORM
- 6 SAFETY.5 (Revision 11/19/98)] available from CONTRACTOR. CONTRACTOR shall prepare five (5)
- 7 copies of the report, retaining one (1), and delivering the other four (4) within
- 8 twenty-four (24) hours to ADMINISTRATOR.
- 9 7. Investigation of Collision - Circumstances surrounding a collision may be investigated by local law
- 10 enforcement authorities, COUNTY, County of Orange CEO/Risk Management, or the insurer representing
- 11 COUNTY. CONTRACTOR and employee(s) shall cooperate with investigators representing COUNTY.
- 12 Any inquiries from other sources shall be referred to the County of Orange CEO/Risk Management.
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