

AGREEMENT FOR PROVISION OF
SUBSTANCE USE DISORDER ~~ALCOHOL AND DRUG ABUSE~~
 RESIDENTIAL TREATMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 STRAIGHT TALK CLINIC, INC.
 JULY 1, 2012 ~~2011~~ THROUGH JUNE 30, 2014 ~~2012~~

THIS AGREEMENT entered into this 1st day of July ~~2012~~~~2014~~, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and STRAIGHT TALK CLINIC, INC., a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Alcohol and Drug Abuse Residential Treatment Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	4
<u>I. Acronyms</u>	<u>5</u>
I <u>II</u> . Alteration of Terms	6
II <u>III</u> . Assignment of Debts	6
III <u>IV</u> . Compliance.....	7
IV <u>V</u> . Confidentiality.....	10
V <u>VI</u> . Cost Report.....	11
VI <u>VII</u> . Debarment and Suspension Certification	13
VII <u>VIII</u> . Delegation, Assignment and Subcontracts	14
VIII <u>IX</u> . Employee Eligibility Verification	15
IX <u>X</u> . Equipment	15
X <u>XI</u> . Facilities, Payments and Services	16
XI <u>XII</u> . Indemnification and Insurance	16
XII <u>XIII</u> . Inspections and Audits	17
XIII <u>XIV</u> . Licenses and Laws.....	18
XIV <u>XV</u> . Literature	21
XV <u>XVI</u> . Maximum Obligation.....	22
XVI <u>XVII</u> . Nondiscrimination.....	22
XVII <u>XVIII</u> . Notices.....	24
XVIII <u>XIX</u> . Notification of Death	25
XIX <u>XX</u> . Notification of Public Events and Meetings.....	25
XX <u>XXI</u> . Records Management and Maintenance.....	26
XXI <u>XXII</u> . Revenue	28
XXII <u>XXIII</u> . Severability	29
XXIII <u>XXIV</u> . Special Provisions	29
XXIV <u>XXV</u> . Status of Contractor	30
XXV <u>XXVI</u> . Term	31
XXVI <u>XXVII</u> . Termination	31
XXVII <u>XXVIII</u> . Third Party Beneficiary.....	32
XXVIII <u>XXIX</u> . Waiver of Default or Breach.....	33
Signature Page	34

#

CONTENTS

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Definitions	1
II. Budget.....	3
III. Payments.....	4
IV. Records	5
V. Reports.....	6
VI. Services.....	7
VII. Staffing	19

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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:	\$174,490
Period Two Maximum Obligation:	174,490
TOTAL MAXIMUM OBLIGATION:	\$348,980

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, 6th Floor
Santa Ana, CA 92701-4637

CONTRACTOR: Executive Director
Straight Talk Clinic, Inc.
5712 Camp Street
Cypress, CA 90630

CONTRACTOR's Insurance Coverages:

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

I. ACRONYMS ~~ALTERATION OF TERMS~~

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

A.	ADP	Alcohol and Drug Program
B.	ARRA	American Recovery and Reinvestment Act
C.	ASI	Addiction Severity Index
D.	ASRS	Alcohol and Drug Programs Reporting System
E.	BJA	Bureau of Justice Administration
F.	CAF	Client Admit Form
G.	CalOMS	California Outcomes Measurement System
H.	CAP	Corrective Action Plan
I.	CCC	California Civil Code
J.	CCR	California Code of Regulations
K.	CDC	California Department of Corrections
L.	CDCI	Comprehensive Drug Court Implementation
M.	CESI	Client Evaluation of Self at Intake
N.	CEST	Client Evaluation of Self and Treatment
O.	CFR	Code of Federal Regulations
P.	CHPP	COUNTY HIPAA Policies and Procedures
Q.	CHS	Correctional Health Services
R.	CIW	California Institute for Women
S.	DATAR	Drug Abuse Treatment Access Report
T.	D/MC	Drug/Medi-Cal
U.	DHCS	Department of Health Care Services
V.	DPFS	Drug Program Fiscal Systems
W.	DRS	Designated Record Set
X.	FOTP	Female Offender Treatment Program
Y.	FTE	Full Time Equivalent
Z.	HCA	Health Care Agency
AA.	HHS	Health and Human Services
AB.	HIPAA	Health Insurance Portability and Accountability Act
AC.	HIV	Human Immunodeficiency Virus
AD.	HSC	California Health and Safety Code
AE.	IRIS	Integrated Records and Information System
AF.	MHP	Mental Health Plan
AG.	NIATx	Network for Improvement for Addiction Treatment Model
AH.	OCJS	Orange County Jail System

1	AI.	OCPD	Orange County Probation Department
2	AJ.	OCR	Office for Civil Rights
3	AK.	OCSD	Orange County Sheriff's Department
4	AL.	OIG	Office of Inspector General
5	AM.	OMB	Office of Management and Budget
6	AN.	OPM	Federal Office of Personnel Management
7	AO.	PADSS	Payment Application Data Security Standard
8	AP.	PC	State of California Penal Code
9	AQ.	PCI DSS	Payment Card Industry Data Security Standard
10	AR.	PHI	Protected Health Information
11	AS.	PII	Personally Identifiable Information
12	AT.	PRA	Public Record Act
13	AU.	PSN	Parole Services Network
14	AV.	SSI	Supplemental Security Income
15	AW.	TB	Tuberculosis
16	AX.	USC	United States Code
17	AY.	WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

III. ASSIGNMENT OF DEBTS

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

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IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

1 with this ~~AGREEMENT~~ Agreement. ADMINISTRATOR will determine ~~if any~~ appropriate repayment
 2 ~~is necessary from~~ or sanction CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

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

19 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
 20 ADMINISTRATOR's Code of Conduct.

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

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

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

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

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

V. CONFIDENTIALITY

[rg3] 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~~ 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.

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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.

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

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

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

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

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

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

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

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

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

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this ~~paragraph~~ Paragraph.

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

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

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IX. EMPLOYEE ELIGIBILITY VERIFICATION

[SC6] CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 ~~U.S.C.~~ USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

X. EQUIPMENT

[rg7]-A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as ~~moveable~~ all property of a ~~relatively permanent~~ Relatively Permanent nature with significant value, ~~purchased in whole or in part by Administrator to assist in performing the services described in this Agreement.~~ "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including ~~sales taxes,~~ freight charges, ~~sales taxes,~~ and other taxes, and ~~installation costs~~ are ~~considered Fixed~~ defined as Capital Assets. Equipment which ~~cost less than~~ costs between \$600 and \$5,000, including ~~sales taxes,~~ freight charges, ~~sales taxes~~ and other taxes, and ~~installation costs~~ are ~~considered Minor Equipment or~~ defined as Controlled Assets. ~~Equipment.~~ Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

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

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

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

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

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

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

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

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

22 **XI. FACILITIES, PAYMENTS AND SERVICES**

23 [rg8] A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 24 with Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
 25 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
 26 least the minimum number and type of staff which meet applicable federal and state requirements, and
 27 which are necessary for the provision of the services hereunder.

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

33 **XII. INDEMNIFICATION AND INSURANCE**

34 [rg9] A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 37

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

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

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

13 1. "The County of Orange is included as an additional insured with respect to the operations of
 14 the named insured performed under contract with the County of Orange."

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

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

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

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

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

27 28 **XIII. INSPECTIONS AND AUDITS**

29 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 30 of the State of California, the Secretary of the United States Department of Health and Human Services,
 31 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 32 access to any books, documents, and records, including but not limited to, financial statements, general
 33 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 34 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
 35 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
 36 in the Records Management and Maintenance

1 ~~paragraph~~ Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise
2 evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

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

24 E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an
25 annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to
26 ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

32 XIV. LICENSES AND LAWS

33 [RL11] A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the
34 term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and
35 exemptions necessary for the provision of services hereunder and required by the laws and regulations of
36 the United States, the State of California, COUNTY, and any other applicable governmental agencies.
37 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or

maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

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

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

3. ~~California Health and Safety Code (HSC)~~, Divisions 10.5 and 10.6.

4. HSC, §§11758.40 through 11758.47.

5. HSC, §§11839 through 11839.22

6. HSC, §11864

7. ~~California Health and Safety Code Sections~~ HSC, §11876(a)

8. HSC, §§123110 through 123149.5.

~~5.~~ 9. Title 2, ~~Code of Federal Regulations (CFR)~~, Part 230, Cost Principles for Nonprofit Organizations.

~~10.~~ ~~6.~~ Title 2 ~~Code of Federal Regulations~~, CFR 376, Nonprocurement, Debarment and Suspension.

~~11.~~ ~~7.~~ 41 ~~Code of Federal Regulations~~ CFR, Public Contracts and Property Management.

~~12.~~ ~~8.~~ 42 ~~Code of Federal Regulations~~ CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

~~13.~~ ~~9.~~ 45 ~~Code of Federal Regulations~~ CFR 93, New Restrictions on Lobbying.

~~14.~~ ~~10.~~ 45 ~~Code of Federal Regulations~~ CFR 96.127(a), "Requirements regarding Tuberculosis".

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

~~16.~~ 45 CFR ~~11.~~ 45 ~~Code of Federal Regulations~~ 96.135, Restrictions on Expenditure of Grant.

~~17.~~ 45 CFR ~~12.~~ 45 ~~Code of Federal Regulations~~ 160, General Administrative Requirements.

~~18.~~ 45 CFR ~~13.~~ 45 ~~Code of Federal Regulations~~ 162, Administrative Requirements.

~~19.~~ 45 CFR ~~14.~~ 45 ~~Code of Federal Regulations~~ 164, Security And Privacy.

~~1520.~~ 48 ~~Code of Federal Regulations~~ CFR 9.4, Debarment, Suspension, and Ineligibility.

~~21.~~ ~~16.~~ Title 31, ~~United States Code (U.S.C.)~~, USC, Chapter 13, Subtitle II, ~~Section~~ §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.

1 ~~1722.~~ 42 ~~United States Code~~ USC, Chapter 126, Equal Opportunity for Individuals with
2 Disabilities.

3 ~~1823.~~ 42 ~~United States Code~~ USC, Chapter 6A, Subchapter III-A, 290aa through 290jj,
4 Substance Abuse and Mental Health Services Administration.

5 24. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.

6 ~~1925.~~ 42 ~~United States Code~~ USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform
7 reporting systems for health services facilities and organizations.

8 ~~2026.~~ 42 ~~United States Code~~ USC, Chapter 7, Subchapter XI, Part C, 1320(d) through
9 1320(d)(8), Administrative Simplification.

10 27. 42 USC ~~21. 42 United States Code, Chapter 6A, Subchapter III-A, 290aa through 290jj,~~
11 ~~Substance Abuse and Mental Health Services Administration.~~

12 ~~22. 42 United States Code~~, Chapter 7, Subchapter XI, Part C, 285n through 285o, National
13 Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.

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

15 29. 42 USC 2000d, Civil Code (Rights

16 30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse
17 prevention and treatment block grants and/or projects for assistance in transition from homelessness
18 grants."

19 31. 8 USC, 1324, Immigration Reform & Control Act, 1986

20 32. CCC) Sections §§56 through 56.37, Confidentiality of Medical Information.

21 ~~24. California Civil Code Sections~~ 33. CCC §§1798.80 through 1798.82, Customer
22 Records.

23 ~~25. California Civil Code Section~~ 34. CCC §1798.85, Confidentiality of Social
24 Security Number.

25 ~~26. Office of Management~~ 35. CCR, Title 9, Division 4; and Budget (Title 22.

26 36. OMB) Circulars A-87, A-89, A-110, A-122, and
27 A-133.

28 ~~2737.~~ U.S. Department of Health and Human Services Grants Policy Statement.

29 ~~28. California Code of Regulations, Title 9, Division 4;~~ 38. Early and ~~Title 22~~
30 ~~Social Security.~~

31 ~~29. State of California~~ Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of
32 Mental Health "Uniform Method of Determining Ability to Pay" (UMDAP). Alcohol and Drug
33 Programs, 2003

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

36 //

37 //

1 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

11 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
12 and 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
15 employee reporting requirements for child support enforcement, or to comply with all lawfully served
16 Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of
17 this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY
18 shall constitute grounds for termination of this Agreement.

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

21
22 **XV. LITERATURE AND ADVERTISEMENTS**

23 [SC12] A. Any written information or literature, including educational and/or promotional materials,
24 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
25 to this Agreement ~~shall indicate that CONTRACTOR's services are supported~~ must be approved in
26 advance and in writing by federal, state and county funds, as appropriate. ADMINISTRATOR before
27 distribution. For the purposes of this Agreement, distribution of ~~such literature shall include~~ written
28 materials as well as ~~shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or~~
29 magazine ads, and electronic media such as the Internet. Such information shall not imply endorsement
30 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

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

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

37 //

~~B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks, presently existing or later established, of the other party nor its employees in any advertisement, press release or publicity with reference to this Agreement without the prior written approval of the other party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted provider of Alcohol and Drug Abuse Residential Treatment services for the residents of Orange County as provided in subparagraph A above. ADMINISTRATOR may include reference to Alcohol and Drug Abuse Residential Treatment services provided by CONTRACTOR in informational materials relating to the continuum of care provided using federal, state and county funds.~~

XVI. MAXIMUM OBLIGATION

[RL13] A. The Total Maximum ~~Obligation~~ Obligations of COUNTY for services provided in accordance with this Agreement ~~is~~ and the separate Maximum Obligations for Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

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

XVII. NONDISCRIMINATION

[RL14] A. EMPLOYMENT

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

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

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

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

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

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- e. Assignment of times or places for the provision of services.

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

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

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

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

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

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

XVIII. NOTICES

^[RL15] A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

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

XIX. NOTIFICATION OF DEATH

[RL16] A. NON-TERMINAL ILLNESS DEATH

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

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

3. The telephone report and written Notification of Non-Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

B. TERMINAL ILLNESS DEATH

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

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

~~XIX.~~XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

[RL17] A. NON-TERMINAL ILLNESS DEATH

1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any ~~public event or meeting funded in whole or part by the COUNTY, except~~ person served hereunder; provided, however, weekends and holidays shall not be included for ~~those events or meetings that are intended solely to serve clients or occur in~~ purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal ~~course of~~ business hours.

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

//

3. The telephone report and written Notification of Non-Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

B. TERMINAL ILLNESS DEATH

1. CONTRACTOR shall notify ADMINISTRATOR ~~at least ten (10) business days in advance~~ by written report faxed, hand delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any ~~applicable public event~~ person served hereunder. The Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

2. If there are any questions regarding the cause of death of any person served hereunder who was diagnosed with a terminal illness, or ~~meeting. The notification must include the date, time, duration, location and purpose of public event or meeting. Any promotional materials or event~~ if there are any unusual circumstances related ~~flyers must be approved by~~ to the death, CONTRACTOR shall immediately notify ADMINISTRATOR ~~prior to distribution~~ in accordance with Subparagraph A. above.

~~XX~~ **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

^[SC18] A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

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

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

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

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

5. Title 45 ~~Code of Federal Regulations (CFR)~~, §164.501; §164.524; §164.526; §164.530(c) and (j).

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA)~~, federal and state regulations and/or ~~COUNTY HIPAA Policies and Procedures (P&P) (COUNTY HIPAA P&P 1-2)~~ CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of ~~protected health information~~ PHI made in violation of federal or state regulations and/or COUNTY policies.

//

1 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
2 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
3 and implement written record management procedures.

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

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

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

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

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

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

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

21 1. Have documents readily available within ~~twenty-four (24)~~forty-eight (48) hour notice of a
22 scheduled audit or site visit.

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

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

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

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

35 //

36 //

37 //

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 ~~clients~~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 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, 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

~~[sc19]~~ — If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXIV. SPECIAL PROVISIONS

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

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

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

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

~~4.~~ Making cash payments to intended recipients of services through this Agreement.

~~5.~~ Contracting or subcontracting with any entity other than a public or nonprofit private entity.

~~6.~~ Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, ~~U.S.C.A., Section~~ USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

~~7.~~ Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management (OPM)~~. OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

~~8.~~ Fundraising.

~~9.~~ Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff or members of the Board of Directors.

~~10.~~ Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

~~11.~~ Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

~~12.~~ Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.

~~13.~~ Promoting the legalization of any drug or other substance included in Schedule 1 of ~~Section~~ §202 of the Controlled Substance Act (21 ~~U.S.C.~~ USC 812).

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1 ~~14~~13. Distributing or aiding in the distributing of sterile needles or syringes for the
2 hypodermic injection of any illegal drug.

3 ~~14.~~ ~~15.~~ Assisting, promoting, or deterring union organizing.

4 15. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

24 **XXV. STATUS OF CONTRACTOR**

25 ~~RL21~~ CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and
26 shall be wholly responsible for the manner in which it performs the services required of it by the terms
27 of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
28 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
29 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
30 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
31 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
32 subcontractors as they relate to the services to be provided during the course and scope of their
33 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
34 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
35 be COUNTY employees.
36
37

XXVI. TERM

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

XXVII. TERMINATION

[SC23] A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

XXVIII. THIRD PARTY BENEFICIARY

[RL24] Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

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XXIX. WAIVER OF DEFAULT OR BREACH

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2 [RL25] Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
3 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
4 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
5 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
6 Agreement.

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

3
 4 STRAIGHT TALK CLINIC, INC.

5
 6 BY: _____ DATED: _____
 7

8 TITLE: _____
 9

10
 11 BY: _____ DATED: _____
 12

13 TITLE: _____
 14

15
 16
 17
 18 COUNTY OF ORANGE
 19

20
 21 BY: _____ DATED: _____
 22

23 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

28
 29 _____ DATED: _____
 30

31 ~~DARLENE J. BLOOM~~

32 ~~Clerk of the Board of Supervisors~~

33 ~~Orange County, California~~

34 HEALTH CARE AGENCY

35 APPROVED AS TO FORM
 36 OFFICE OF THE COUNTY COUNSEL
 37 ORANGE COUNTY, CALIFORNIA

BY: _____

DATED: _____

DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
~~HIV~~ RESIDENTIAL ~~ALCOHOL AND DRUG ABUSE~~ SUBSTANCE USE DISORDER TREATMENT
SERVICES WITH
STRAIGHT TALK CLINIC, INC.
JULY 1, ~~2012~~ 2011 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 Agreement.

A. ASAM also called ASAM PPC means American Society of Addiction Medicine Patient Placement Criteria used to assess level of care.

B. CalOMS means the California Outcomes Measurement System (CalOMS) 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~~ substance use disorder treatment services at the State, COUNTY, and provider levels.

C. 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.

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

E. 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.

F. ~~Graduation date~~ Intake means the ~~date~~ initial face-to-face meeting between a Participant and CONTRACTOR staff in which specific information about the Participant is ~~officially discharged from residential treatment (recovery) in accordance with~~ gathered including the definition of graduation ability to pay and standard admission forms pursuant to this Agreement.

G. Integrated Records and Information System (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~~ invoices and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

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

I. NIATx is a model for improving business process.

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.

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

~~K~~L. Residential Treatment means alcohol and other drug treatment services that are provided to Participants at a 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 shall be provided in a non-medical residential setting that has been licensed and certified by the State of California, Department of Alcohol and Drug Programs.

~~L~~M. Structured Activities: Activities including therapeutic and non-therapeutic activities designed to meet treatment goals.

1. 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.

2. Non-therapeutic Activity includes work, school, and volunteer hours outside the facility, chores, and recreation and socialization activities.

~~M~~N. Token means the security device which allows an individual user to access the ~~Health Care Agency (HCA)~~ computer based ~~Integrated Record Information System (IRIS)~~.

~~N~~O. Unit of Service means one (1) calendar day during which services are provided to a Participant pursuant to this 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, for each period of the Agreement, is set forth for informational purposes only.

ADMINISTRATIVE COST

Salaries	\$ 24,204 19,857
Benefits	3,519 2,192
Services and Supplies	585 485
Subcontracts	250 202

SUBTOTAL ADMINISTRATIVE COST \$ ~~28,558~~ **22,736**

PROGRAM COST

Salaries	\$ 85,264 82,657
Benefits	18,622 17,081
Services and Supplies	42,106 452
Subcontracts	4,840 10,914

SUBTOTAL PROGRAM COST \$ ~~150,831~~ **153,104**

TOTAL COST \$ ~~179,390~~ **175,840**

REVENUE

Resident Fees	\$ 4,900 1,350
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TOTAL REVENUE \$ ~~4,900~~ **1,350**

MAXIMUM OBLIGATION \$174,490

B. Any increases or decreases to the budget must be approved, in advance and in writing, by ADMINISTRATOR.

C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request (s) from ADMINISTRATOR prior to implementation by

CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

D. ~~CATALOG OF FEDERAL DOMESTIC ASSISTANCE~~ (CFDA) INFORMATION

1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number and associated information for federal funds paid through this Agreement are specified below:

CFDA Year: 2012~~2009~~

CFDA# ~~No.~~: 93.959

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~~ CAP(s) (~~CAP~~) 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~~ OCPD, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services.

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's ~~billings~~ invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. ~~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~~ invoices form.

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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

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.

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

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

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

H. In conjunction with ~~Payments Paragraph A~~ Subparagraph III.A. of this Exhibit A to the Agreement, units of service shall not be entered in the COUNTY IRIS system for services not rendered. If information has been entered, corrections will be made within ten (10) business days from notification of ADMINISTRATOR.

IV. RECORDS

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

1. ADMINISTRATOR's Treatment Authorization form for Residential Treatment services.
2. Treatment plans shall be documented in the Participant's record within fourteen (14) calendar days from date of admission.
3. An admission record shall include documentation that residential services are appropriate for the Participant. Such documentation, made seven (7) calendar days of admission, shall include a comprehensive psychosocial assessment.

B. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the type of service for which payment is claimed in accordance with generally accepted accounting principles, ~~the Alcohol Services Reporting System (ASRS) Manual, and the Drug Program Fiscal Systems (DPFS) Manual.~~

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

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

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

V. REPORTS

A. MONTHLY PROGRAMMATIC

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

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

B. FISCAL

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

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

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

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

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

13 VI. SERVICES

14 A. FACILITY – CONTRACTOR shall operate licensed and certified ~~alcohol and drug~~
15 ~~abuse~~ substance use disorder residential programs to include services in accordance with the standards
16 established by the County and the State ~~Department of Alcohol and Drug Programs~~ within the
17 specifications stated below, unless otherwise authorized by the Administrator. CONTRACTOR shall
18 provide the ~~Alcohol and Drug Abuse~~ Substance Use Disorder Residential Treatment Services within a
19 licensed and certified twelve (12)-bed facility at 1225-1227 West 6th Street, Santa Ana, California
20 92703, or at any other location approved, in writing, by ADMINISTRATOR. Unless otherwise
21 authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled
22 service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year.

23 B. PERSONS TO BE SERVED

24 1. CONTRACTOR shall serve adults, age eighteen (18) years and older, who are identified as
25 having a diagnosis of a substance use disorder and who demonstrate a need for ~~alcohol and drug~~
26 ~~abuse~~ substance use disorder residential treatment.

27 2. One hundred percent (100%) of all persons admitted under this Agreement shall be
28 injection drug users who are detoxified from all substances, except methadone, in accordance with
29 ~~subparagraph~~ Subparagraph VI.C.3. below. Persons whose usual route of administration for drug use is
30 injection shall be considered to be injection drug users. Persons who have used a needle to inject a drug
31 at any time during the year preceding admission shall also be considered to be injection drug users.

32 3. CONTRACTOR shall provide ~~Alcohol and Drug Abuse~~ Substance Use Disorder Residential
33 Treatment Services for a maximum of six (6) adults.

34 C. ADMISSIONS FOR RESIDENTIAL SERVICES

35 1. CONTRACTOR shall accept any person who is physically and mentally able to comply
36 with the program's rules and regulations. Said persons shall include persons living with chronic disease,
37

as well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual diagnosis. Dually diagnosed persons and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medications.

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

3. Admission Policy – CONTRACTOR shall establish and make available to the public, a written admission policy, which shall include, but not be limited to the following:

a. First priority for admission shall be given to pregnant injection drug users (with or without Methadone treatment).

b. Second priority for admission shall be given to injection drug users who are being treated in the COUNTY contracted Methadone Clinic.

c. Third priority for admission shall be given to all other injection drug users.

d. Otherwise, priority shall also be granted to all Participants who have successfully completed detox. CONTRACTOR shall notify ADMINISTRATOR once participant is admitted or put on a wait list.

4. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county regulations.

5. CONTRACTOR shall only admit an individual approved by ADMINISTRATOR upon receiving the Treatment Authorization form.

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

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

8. CONTRACTOR and COUNTY's ~~Alcohol and Drug Abuse~~ Substance Use Disorder Treatment Services clinic staff shall communicate and coordinate any action which impacts Participant's continued eligibility to receive program ~~services~~ services and which might otherwise result in discharge from the program.

9. All persons who are not immediately admitted into ~~alcohol and drug abuse~~ substance use disorder residential treatment shall be referred back to the COUNTY's ~~Alcohol and Drug Abuse Services~~ Substance Use Disorder clinics, or another appropriate provider.

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

CONTRACTOR shall only admit into recovery an adult individual approved by ADMINISTRATOR upon receiving the Treatment Authorization form.

//

1 D. WAITING LISTS - CONTRACTOR shall maintain a waiting list which satisfies the following
2 requirements:

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

5 2. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of
6 qualified applicants for admission, is maintained which includes dates of application, and dates and
7 nature of follow up contacts.

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

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

14 E. INTERIM SERVICES – All persons who are not admitted into a residential program within
15 fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list for
16 admission, shall be provided interim services. Interim services shall consist of: TB counseling,
17 voluntary testing, referral for medical evaluation, if appropriate; and HIV education, HIV risk
18 assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant
19 women, interim services shall also include counseling on the effects of alcohol and drugs on the
20 developing fetus; and referral to prenatal medical care services. Interim services may be provided
21 directly or by referral to the COUNTY or another appropriate provider. Provision of interim services
22 shall be documented on the DATAR and reported monthly to the State — ~~E.~~

23 E. UNITS OF SERVICE

24 1. CONTRACTOR shall provide a minimum of two thousand eighty (2,080) residential
25 treatment Units of Service.

26 2. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to adjust the Units
27 of Service set forth in ~~subparagraph VI.E.1.,~~ Subparagraph 1, above.

28 ~~FG.~~ RESIDENTIAL RECOVERY SERVICES – CONTRACTOR shall provide a six (6) bed
29 alcohol and drug free residential treatment program in a facility with a total licensed occupancy capacity
30 of twelve (12) beds to adult male and female Participants in a safe supportive environment.
31 CONTRACTOR shall provide a program no less than thirty (30) calendar days and no more than one
32 hundred and eighty (180) calendar days unless approved in writing by ADMINISTRATOR. Length of
33 program for each Participant shall be determined by ADMINISTRATOR. Residential Recovery
34 program shall consist of the following:

35 1. Co-Occurring Disorders – CONTRACTOR shall provide rehabilitative and recovery
36 services to Participants with co-occurring disorders and ensure that such services address the
37 relationship between the two diagnoses throughout treatment. Persons having a concurrent diagnosis of

1 mental illness will be served in accordance with Federal Substance Abuse Prevention and Treatment
 2 Block Grant Program requirements and COUNTY guidelines.

3 2. Screening – Prior to admission, CONTRACTOR shall conduct an ASAM on each
 4 individual and fax the results of the ASAM to ADMINISTRATOR. Upon review of the ASAM,
 5 ADMINISTRATOR will approve the individual's program length and appropriate placement by faxing
 6 the treatment authorization to the CONTRACTOR. CONTRACTOR shall not admit any individual into
 7 program without approval by ADMINISTRATOR. Upon participant's admission, contractor shall fax a
 8 completed treatment authorization on a form approved by ADMINISTRATOR containing date of
 9 admission and CONTRACTOR signature to ADMINISTRATOR within one (1) business day.

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

- 13 a. Overview of Program structure and schedules
- 14 b. Program rules and regulations
- 15 c. Policies regarding participant fees
- 16 d. Participant rights
- 17 e. Assignment of a counselor
- 18 f. Staff Code of Conduct
- 19 g. Continuing care services

20 4. Assessment – Within seven (7) days of admission, CONTRACTOR shall provide a
 21 standardized, comprehensive risk and needs assessment on each Participant which assess both
 22 alcohol/drug ~~abuse~~use history, family history, mental and emotional status, legal status, educational and
 23 vocational background as well as daily living skills, stress management, literacy, employment,
 24 education, and money management. Assessment tools shall be co-occurring capable, meet best practice
 25 standards and may include ~~Addiction Severity Index (ASI)~~, CalOMS, or other assessment tools that are
 26 completed and signed by staff and participant and approved by ADMINISTRATOR.

27 5. Treatment Plan – CONTRACTOR shall collaboratively develop an individualized treatment
 28 plan with each Participant within fourteen (14) calendar days of admission into the Program, which shall
 29 be based upon the Participant's needs identified in the assessment process. Each treatment plan shall
 30 include identification of a minimum of three (3) problem areas. Each problem area shall include: a drug
 31 and/or alcohol problem, long term and short term individualized goals addressing the identified needs,
 32 action steps, target dates and dates of resolution. Every fourteen (14) calendar days, CONTRACTOR
 33 shall review with the Participant, and document in progress notes, the Participant's progress on the
 34 treatment plan. CONTRACTOR shall update the treatment plan when a change in problem
 35 identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days after
 36 signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter, whichever
 37 comes first.

6. Structured Therapeutic Activities – Residential recovery services shall consist of a minimum of twenty (20) hours of structured activity per week of which Participants must engage in a minimum of fourteen (14) hours of therapeutic activity per week, and shall include, at a minimum the following:

a. Individual Counseling – shall provide individual counseling to Participants. ~~Counseling shall be culturally appropriate to Participants' needs.~~

b. Group Counseling – shall provide counseling within a group setting to Participants. Group interventions and activities may include, but are not limited to, process groups, seminars and educational groups, house and community group meetings, self-help meetings and practical life and social skills.

7. Structured Non-therapeutic Activities – Contractor shall provide a minimum of six (6) hours of structured non-therapeutic activity per week that includes work, school, and volunteer hours outside the facility, chores, and recreation and socialization activities. Recreational and Socialization activities may include, but are not limited to:

a. Teach the concepts of rules, teamwork and sportsmanship.

b. Provide guidance on use of recreational or leisure time.

8. Case Management – CONTRACTOR shall provide ~~case management~~ Case Management services by contacting outside agencies and making referrals for services outside the scope of comprehensive substance ~~abuse~~ use disorder services as identified in the Participant's treatment/recovery plan as necessary to the Participant's recovery. Such concomitant services include academic education, vocational training, medical and dental treatment, pre-and post-counseling and testing for infectious diseases, legal assistance, job search assistance, financial assistance, childcare, and self-help programs such as twelve (12)-step programs. Said linkages, referrals and follow-up are to be documented in the Participant file.

9. Treatment Phases – CONTRACTOR's program consists of progressive treatment phases which shall be defined in CONTRACTOR's Program Protocol, approved by the ADMINISTRATOR, and include measurement of Participant's progress in order to advance to subsequent phases. For ninety (90) calendar day or longer treatment programs, each Participant shall be restricted to the premises of the facilities listed within this Agreement for the first thirty (30) calendar days of the program at a minimum. Exceptions shall be allowed for medical and psychiatric services, ~~described in subparagraph VI.D.10. of this Exhibit A,~~ or other staff approved activities under CONTRACTOR supervision. Treatment Phases shall include:

a. Orientation and Engagement consists of activities designed to interrupt negative ~~alcohol or other drug abuse~~ substance use disorder lifestyle factors, address denial, and assist the Participant's adjustment to a sober environment. The Participant shall not be expected to be seeking employment or educational opportunities during this phase.

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b. Primary Treatment, Internalization and Socialization consist of activities designed to assist Participant in working on personal issues, cultivate support systems, and seek educational/vocational opportunities. CONTRACTOR shall obtain documentation from participant regarding efforts to obtain employment.

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

d. CONTRACTOR shall consider all Participants to be graduated upon completion of their residential treatment program in accordance with their Treatment Plan.

10. Transition/Exit Planning – CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen (14) calendar days prior to participant's successful completion of the program. The transition/exit plan shall be completed and signed by CONTRACTOR and Participant. The transition/exit plan shall include:

a. Identifying the Participant's achievements while in the Residential Treatment Program such as meeting or progressing towards educational or vocational goals.

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

c. A continuing treatment exit plan that includes linkage and referral of the Participant to appropriate services, such as outpatient treatment, other support services such as vocational rehabilitation, job training and other services, if needed, and document this in Participant's chart. The continuing treatment plan shall also include the goals identified in the Participant's treatment plan.

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

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

11. Discharge Summary – CONTRACTOR shall develop written procedures regarding participant discharge. Written criteria for the discharge summary shall include:

a. Reason for discharge

b. Description of treatment episodes or recovery services

c. Current ~~alcohol and/or drug usage~~ substance use at discharge

d. Vocational and educational achievements

e. Legal status

f. Linkages and referrals made

g. Participant's comments

h. Description of the Participant's goals and achievement towards those goals as described in the Participant's treatment plan

12. Food and Other Services – CONTRACTOR shall provide a clean, safe environment, toiletries, clean linen, food service, storage, supervision of medication including take-home doses of methadone.

13. Support Services – CONTRACTOR shall provide housekeeping; laundry; maintenance, and arrangements for emergency and non-emergency medical services.

14. Collateral Services – CONTRACTOR shall provide, as appropriate and documented in the Participant file, individual and group sessions for family members of the Participant. These services shall address family dynamics, which, could contribute to the Participant's relapse and potential or actual abuse in the family system. Collateral Services shall include the Participant unless determined inappropriate by the ~~counselor~~ counselor.

15. Health, Medical, Psychiatric, and Emergency Services

a. CONTRACTOR shall ensure that all persons admitted for residential treatment services have a health questionnaire completed using form ADP ~~10100-A-E~~100226, or may develop their own form provided it contains, at a minimum, the information requested in the ADP ~~10100-A-E~~100226 form.

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

a) 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 staff and Participant.

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

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

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

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

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

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

d. 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.

e. COUNTY shall provide necessary medical care for Participants living with HIV disease.

f. CONTRACTOR shall provide ~~tuberculosis (TB)~~ services for programs, 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 Participant for medical evaluation, treatment and clearance. CONTRACTOR shall ensure that a TB-infected Participant is medically cleared prior to commencing treatment.

16. Transportation Services

a. Emergency Medical Transportation – COUNTY shall only pay for emergency medical ambulance or medical van transportation to and from designated Residential ~~alcohol and drug abuse treatment~~ Substance Use Disorder 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 ~~subparagraph~~ Subparagraph 16.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 request transportation services from Ambulance Providers designated for transportation within the city of the CONTRACTOR's facility for each said month as identified on the log.

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

5) CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service under ~~subparagraph~~ Subparagraph 16.a. above by the COUNTY.

b. Non-Emergency Transportation

1) CONTRACTOR shall transport Participant, either in CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or important to the Participant's recovery plan including, but not limited to, Social Security Administration offices for ~~Supplemental Security Income (SSI)~~ Supplemental Security Income (SSI) benefits and for non-emergency medical or mental health services not identified in ~~subparagraph~~ Subparagraph 16.a. above, that require treatment at a physician office, urgent care, or emergency room when an ambulance provider is not necessary or required for transportation based on the level of severity and/or services required by the Participant.

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2) CONTRACTOR shall be responsible for providing supervised transportation to and from COUNTY contracted NRT programs, and to other sources of medical or dental care not requiring use of COUNTY's emergency transportation program. Such requirement may be waived for Participant in Phase III of the residential treatment program, consistent with re-entry planning as defined in the Program Protocol.

~~G. ALCOHOL AND DRUG~~ H. SUBSTANCE USE SCREENING

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

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

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

2. In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from Participants. Such testing shall be provided at COUNTY's expenses.

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

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

I. PERFORMANCE OUTCOMES

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

2. Performance Outcome Objectives:

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

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

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

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

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

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

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

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

c. Objective 3: CONTRACTOR shall implement a process improvement project as outlined in the ~~Network Improvement of Addiction Treatment (NIATx)~~ NIATx model, targeting at least one of the following four NIATx aims:

1) Reduced waiting times

2) Reduced no-shows

3) Increased admissions

4) Increased continuation in treatment

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

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

6 L. ~~PROBATION~~OCPD GUIDELINES: CONTRACTOR shall comply with applicable provisions
 7 of the ~~County of Orange Probation Department (Probation)~~OCPD. CONTRACTOR shall apply for and
 8 receive approval of the ~~Orange County Probation Department (Probation)~~OCPD to provide residential
 9 treatment services. CONTRACTOR shall recognize the authority of ~~Probation~~OCPD as officers of the
 10 court, and shall extend cooperation to ~~Probation~~OCPD within the constraints of CONTRACTOR's
 11 program of ~~Alcohol and Drug Abuse~~Substance Use Disorder Residential Treatment Services.

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

15 N. VISITATION POLICY - CONTRACTOR shall establish a written visitation policy, which shall
 16 be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
 17 following:

- 18 1. Sign in logs;
- 19 2. Visitation hours; and
- 20 3. Designated visiting areas at the facility.

21 O. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE ~~==~~ CONTRACTOR shall maintain a
 22 Participant sign in/out log for all Participants, which shall include, but not be limited to, the following:

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

26 P. GOOD NEIGHBOR POLICY ~~==~~ CONTRACTOR shall establish a Good Neighbor Policy,
 27 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be
 28 limited to, staff training to deal with neighbor complaints, staff contact information available to
 29 neighboring residents and complaint procedures.

30 Q. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
 31 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

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

- 3 a. Token of each staff member who no longer supports this Agreement.
- 4 b. Token of each staff member who no longer requires access to the HCA IRIS.
- 5 c. Token of each staff member who leaves employment of CONTRACTOR.
- 6 d. Tokens malfunctioning.

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

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

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

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VII. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in FTEs, which shall be equal to an average of forty (40) hours of work per week. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to this Agreement.

<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>
<u>Administrator</u>	<u>0.23</u>
<u>Financial Controller</u>	<u>0.13</u>
<u>ADMINISTRATIVE SUBTOTAL</u>	<u>0.36</u>
 <u>PROGRAM STAFF</u>	
<u>Program Director</u>	<u>0.41</u>
<u>Program Coordinator</u>	<u>0.36</u>
<u>Administrative Assistant</u>	<u>0.30</u>
<u>Counselor IV</u>	<u>0.78</u>
<u>Counselor III</u>	<u>0.84</u>
<u>Counselor II</u>	<u>1.28</u>
<u>Floater/On Call Staff</u>	<u>0.21</u>
<u>PROGRAM SUBTOTAL</u>	<u>4.18</u>
 <u>TOTAL FTEs</u>	 <u>4.46</u>

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

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

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

E. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population to be served under this agreement. Whenever possible, bilingual/bicultural staff should be retained.

F. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff who can provide services to the diverse population served under this Agreement. CONTRACTOR shall provide services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Cultural diversity includes ethnicity, age, sexual orientation, gender, and persons who are physically challenged. CONTRACTOR shall document its efforts to provide services in a culturally competent manner. Documentation may include, but not be limited to, the following:

1. Records in personnel files attesting to efforts made in recruitment and hiring practices, and participation in COUNTY sponsored and other cultural competency training;
2. The availability of literature in multiple languages/formats as appropriate; and
3. Identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.

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

~~C. 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:~~

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ADMINISTRATIVE STAFF	FTEs
— Administrator	0.18
— Financial Controller	0.11
ADMINISTRATIVE SUBTOTAL	0.29
 PROGRAM STAFF	
— Program Director	0.41
— Program Coordinator	0.36
— Administrative Assistant	0.30
— Counselor IV	0.78
— Counselor III	0.82
— Counselor II	1.28
— Floater/On-Call Staff	0.21
PROGRAM SUBTOTAL	4.17
 TOTAL FTEs	4.46

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

~~2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in subparagraph VII.B. provided, however, such agreement is made in advance of any staffing change.~~

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

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

~~E. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual conduct with Participant; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to the ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant to this Agreement, all employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies and Procedures. A copy of the said Policies and Procedures shall be provided to each Participant upon admission and~~ code of conduct ~~shall be posted in writing in a prominent place in the treatment facility and updated annually by the Board of Directors.~~

~~FH. CONTRACTOR shall provide pre-employment screening of any staff person providing any service pursuant to this Agreement. All staff shall pass an Orange County criminal justice background check conducted by the Orange County Probation Department~~ OCPD.

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

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

b. No person shall have been convicted of an arson offense – Violation of Penal Code, PC, Sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

c. No person shall have been convicted of any violent felony as defined in Penal Code, PC, Section 667.5, which involve 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.

GI. 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 on topics related to substance use on an annual basis. All staff training shall be documented and maintained as part of the training plan.

HJ. All staff providing services shall be registered, licensed and/or certified in accordance with state requirements.

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

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