

1 AGREEMENT FOR PROVISION OF
2 POST CUSTODY RE-ENTRY SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 «UCNAME»

7 JULY 1, ~~2012~~2011 THROUGH JUNE 30, ~~2013~~2012

8
9 THIS AGREEMENT entered into this 1st day of July ~~2012~~2011, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 «UCNAME», a California Non-Profit «CORPORATION» (CONTRACTOR). This Agreement shall be
12 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Post Custody Re-Entry Services ~~for Substance Abusers~~ described herein to the residents of Orange
18 County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2011~~2012 through June 30, ~~2012~~2013

Aggregate Maximum Obligation:**Service Category**

42-Day <u>Female Offender Treatment Program</u> Post Custody Re-Entry Services	\$ 78,683 <u>300,000</u>
FOTP Post Custody Re-Entry Services	68,683
Collaborative Court Initiative (CDCI) Post Custody Re-Entry Services	266,300 <u>310,000</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$344,983<u>678,683</u>

Basis for Reimbursement: Fee-for-Service

Payment Method: Fee-for-Service

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «ATTN»
«LCNAME»
«ADDRESS»
«CITYSTATEZIP»

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

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Sexual Misconduct

per occurrence

\$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.

II. 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.~~

III. 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

1 | programs.

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

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

10 | ~~CONTRACTOR shall ensure that all Covered Individuals~~ ~~2. CONTRACTOR shall ensure~~
11 | ~~that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly~~
12 | ~~authorized agents, if appropriate, ("Covered Individuals")~~ relative to this Agreement are made aware of
13 | ADMINISTRATOR's Compliance Program and related policies and procedures.

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

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

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

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

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35 | 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
36 | procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty
37 | (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of

1 this Agreement as to the non-complying party.

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

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

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

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

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

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

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

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

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

37 7. CONTRACTOR shall promptly return any overpayments within in forty-five (45) days after

1 the overpayment is verified by the ADMINISTRATOR.

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

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

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

9 ~~23~~ 3. Such training will be made available to each Covered Individual annually.

10 ~~34~~ 4. Each Covered Individual attending training shall certify, in writing, attendance at
11 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
12 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

15 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
16 ADMINISTRATOR's Code of Conduct.

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

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

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

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

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

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

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

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

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

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

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

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

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 19 **IV. CONFIDENTIALITY ~~CONFIDENTIALITY~~**

20 [rg8] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
 21 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
 22 regulations, including 42 ~~United States Code~~ USC 290dd-2 (Confidentiality of Records), as they now
 23 exist or may hereafter be amended or changed.

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

31 ~~—C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate~~
 32 ~~disclosure in connection with activity funded under this Agreement. This system shall include~~
 33 ~~provisions for employee education on the confidentiality requirements, and the fact that disciplinary~~
 34 ~~action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,~~
 35 ~~physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity,~~
 36 ~~and availability of all confidential information that it creates, receives, maintains or transmits.~~
 37 ~~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 §1798.82.~~

V. COST REPORT

A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar days following 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.~~

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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

1 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of ~~the~~this
2 Agreement shall be immediately reimbursed to COUNTY.

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

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

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

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

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

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

9
 10 Signed _____
 11 Name _____
 12 Title _____
 13 Date _____ "

14 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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35 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 36 prior written consent of COUNTY. ~~C.~~ For CONTRACTORS which are for-profit organizations,
 37 any change in the business structure, including but not limited to, the sale or transfer of more than ten

1 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
 2 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
 3 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
 4 attempted assignment or delegation in derogation of this paragraph shall be void.

6 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

18 **VIII. EQUIPMENT**

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

30 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any
 31 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
 32 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 33 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 34
 35 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 36 purchased asset in an Equipment inventory.

37 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY

1 the cost of ~~specified items of~~ the approved Equipment purchased by CONTRACTOR. To “expense,” in
 2 relation to Equipment, means to charge the ~~full~~ proportionate cost of Equipment in the fiscal year in
 3 which it is purchased. Title of expensed Equipment shall be vested with COUNTY ~~and the Equipment~~
 4 ~~shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.~~

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

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

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

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

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

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

27 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

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

X. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

XI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly

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

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

10 | ~~C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of~~
 11 | ~~services.~~

12 | D. AUDIT RESPONSE

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

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

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

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

33 | //

34 | //

35 | **XII. LICENSES AND LAWS**

36 | A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 37 | of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and

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

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

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

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

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

14 4. HSC, §§11758.40 through 11758.47.

15 5. HSC, §§11839 through 11839.22

16 6. ~~California Health and Safety Code Sections~~ HSC, §11864

17 7. HSC, §11876(a)

18 8. HSC, §§123110 through 123149.5.

19 ~~5.~~ 9. Title 2, ~~Code of Federal Regulations (CFR),~~ Part 230, Cost Principles for
 20 Nonprofit Organizations.

21 10. ~~6.~~ Title 2 ~~Code of Federal Regulations,~~ CFR 376, Nonprocurement, Debarment
 22 and Suspension.

23 11. ~~7.~~ 41 ~~Code of Federal Regulations~~ CFR, Public Contracts and Property
 24 Management.

25 12. ~~8.~~ 42 ~~Code of Federal Regulations~~ CFR 2, Confidentiality of Alcohol and Drug
 26 Abuse Patient Records.

27 13. ~~9.~~ 45 ~~Code of Federal Regulations~~ CFR 93, New Restrictions on Lobbying.

28 14. ~~10.~~ 45 ~~Code of Federal Regulations~~ CFR 96.127(a), "Requirements regarding
 29 Tuberculosis".

30 15. 45 CFR 96.132(e), Additional Agreements.

31 16. 45 CFR ~~11.~~ 45 ~~Code of Federal Regulations~~ 96.135, Restrictions on Expenditure of
 32 Grant.

33 17. 45 CFR ~~12.~~ 45 ~~Code of Federal Regulations~~ 160, General Administrative
 34 Requirements.

35 18. 45 CFR ~~13.~~ 45 ~~Code of Federal Regulations~~ 162, Administrative Requirements.

36 19. 45 CFR ~~14.~~ 45 ~~Code of Federal Regulations~~ 164, Security And Privacy.

37 1520. 48 ~~Code of Federal Regulations~~ CFR 9.4, Debarment, Suspension, and Ineligibility.

1 ~~21.~~ ~~16.~~ Title 31, ~~United States Code (U.S.C.)~~, USC, Chapter 13, Subtitle II, ~~Section~~
 2 §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial
 3 transactions.

4 ~~17~~22. 42 ~~United States Code~~USC, Chapter 126, Equal Opportunity for Individuals with
 5 Disabilities.

6 ~~18~~23. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and
 7 Mental Health Services Administration.

8 ~~24.~~ ~~United States Code~~42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality
 9 of Records.

10 ~~19~~25. 42 ~~United States Code~~USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform
 11 reporting systems for health services facilities and organizations.

12 ~~20~~26. 42 ~~United States Code~~USC, Chapter 7, Subchapter XI, Part C, 1320(d) through
 13 1320(d)(8), Administrative Simplification.

14 ~~27.~~ ~~42 USC~~ ~~21.~~ ~~42 United States Code, Chapter 6A, Subchapter III-A, 290aa through 290jj,~~
 15 ~~Substance Abuse and Mental Health Services Administration.~~

16 ~~22.~~ ~~42 United States Code~~, Chapter 7, Subchapter XI, Part C, 285n through 285o, National
 17 Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.

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

19 ~~29.~~ 42 USC 2000d, Civil ~~Code (Rights~~

20 ~~30.~~ 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse
 21 prevention and treatment block grants and/or projects for assistance in transition from homelessness
 22 grants."

23 ~~31.~~ 8 USC, 1324, Immigration Reform & Control Act, 1986

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

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

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

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

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

31 ~~27~~37. U.S. Department of Health and Human Services Grants Policy Statement.

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

34 //

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

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

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

XIII. LITERATURE AND ADVERTISEMENTS

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

//

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

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

4

5 **XIV. MAXIMUM OBLIGATION**

6 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
 7 agreements for Post Custody Re-Entry Services is as specified in the Referenced Contract Provisions of
 8 this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to
 9 which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that
 10 reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

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

13

14 **XV. NONDISCRIMINATION**

15 **A. EMPLOYMENT**

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

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

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

35 **B. SERVICES, BENEFITS, AND FACILITIES** ~~—~~ CONTRACTOR shall not discriminate in the
 36 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 37 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age

1 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
 2 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
 3 (42 ~~U.S.C.A.~~USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~USC §6101); and Title 9,
 4 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
 5 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 6 regulations, as all may now exist or be hereafter amended or changed.

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

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

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

- 23 a. In those cases where the client's complaint is filed initially with the ~~Office for Civil~~
 24 ~~Rights (Office)~~OCR, the ~~Office~~OCR may proceed to investigate the client's complaint, or the
 25 ~~Office~~OCR may request COUNTY to conduct the investigation.
- 26 b. Within the time limits procedurally imposed, the complainant shall be notified in
 27 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
 28 an appeal with the ~~Office for Civil Rights~~OCR.

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

34 //

35 D. RETALIATION ~~—~~— Neither CONTRACTOR, nor its employees or agents shall intimidate,
 36 coerce or take adverse action against any person for the purpose of interfering with rights secured by
 37 federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise

1 participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights
2 secured by federal or state law.

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

6 **XVI. NOTICES**

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

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

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

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

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

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

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

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

29 **XVII. NOTIFICATION OF DEATH**

30 **A. NON-TERMINAL ILLNESS DEATH**

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

37 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver

1 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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

5 **B. TERMINAL ILLNESS DEATH**

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

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

15
16 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

24
25 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 //

35 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
 36 security of ~~Personally Identifiable Information (PII)~~ and/or ~~Protected Health Information (PHI)~~.
 37 CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or

1 PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or
2 facsimile.

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

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

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

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

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

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

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

24 **XX. REVENUE**

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

30 B. THIRD-PARTY REVENUE ~~==~~ CONTRACTOR shall make every reasonable effort to obtain
31 all available third-party reimbursement for which persons served hereunder may be eligible. Charges to
32 insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

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34 //

35 C. PROCEDURES ~~==~~ CONTRACTOR shall maintain internal financial controls which adequately
36 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide
37 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR

1 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
 2 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be
 3 uncollectible.

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

7 **XXI. SEVERABILITY**

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

14 **XXII. SPECIAL PROVISIONS**

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

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

19 ~~2. 2. Providing inpatient hospital services or purchasing major medical equipment.~~

20 ~~3.~~ 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 21 funds (matching).

22 ~~4.~~ 4. Making cash payments to intended recipients of services through this Agreement.

23 ~~5.~~ 5. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

24 ~~6.~~ 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 25 and reports in compliance with this requirement pursuant to Title 31, ~~U.S.C.A., Section~~ USC, §1352
 26 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial
 27 transactions).

28 ~~7.~~ 7. Paying an individual salary or compensation for services at a rate in excess of the current
 29 Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management~~
 30 ~~(OPM).~~ OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

31 ~~8.~~ 8. Fundraising.

32 ~~9.~~ 9. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 33 CONTRACTOR's staff or members of the Board of Directors.

34 //

35 ~~10.~~ 10. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 36 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
 37 salary advances or giving bonuses to CONTRACTOR's staff.

1 ~~11~~10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses
2 or services.

3 ~~12~~11. Producing any information that promotes responsible use, if the use is unlawful, of
4 drugs or alcohol.

5 ~~13~~12. Promoting the legalization of any drug or other substance included in Schedule 1 of
6 ~~Section~~ §202 of the Controlled Substance Act (21 ~~U.S.C.~~USC 812).

7 ~~14~~13. Distributing or aiding in the distributing of sterile needles or syringes for the
8 hypodermic injection of any illegal drug.

9 ~~14~~. ~~15~~. Assisting, promoting, or deterring union organizing.

10 ~~15~~. Severance pay for separating employees.

11 ~~16~~. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
12 codes and obtaining all necessary building permits for any associated construction.

13 ~~17~~. Providing inpatient hospital services or purchasing major medical equipment.

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

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

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

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

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

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

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

30 **XXIII. STATUS OF CONTRACTOR**

31
32 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
33 wholly responsible for the manner in which it performs the services required of it by the terms of this
34 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
35 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
36 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
37 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR

1 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 2 subcontractors as they relate to the services to be provided during the course and scope of their
 3 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 4 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
 5 be COUNTY employees.

7 **XXIV. TERM**

8 A. This specific Agreement with CONTRACTOR is only one of several agreements to which
 9 the term of this Master Agreement applies. The term of this Master Agreement shall commence on
 10 July 1, ~~2012~~2011 and terminate on June 30, ~~2013~~2012; provided, however, that the specific term for
 11 CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and
 12 provided further that the parties shall continue to be obligated to comply with the requirements and
 13 perform the duties specified in this Agreement. Such duties include, but are not limited to, obligations
 14 with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

18 **XXV. TERMINATION**

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

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

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

- 27 1. The loss by CONTRACTOR of legal capacity.
- 28 2. Cessation of services.
- 29 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 30 another entity without the prior written consent of COUNTY.
- 31 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 32 required pursuant to this Agreement.

33 //

34 5. The loss of accreditation or any license required by the Licenses and Laws
 35 ~~paragraph~~Paragraph of this Agreement.

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

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

5 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ~~ADMINISTRATOR.~~

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

5
6 **XXVI. THIRD PARTY BENEFICIARY**

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

9
10 **XXVII. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
13 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
14 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
15 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
5 «UCNAME»

6
7 BY: _____ DATED: _____

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10 TITLE: _____

11
12 BY: _____ DATED: _____

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15 TITLE: _____

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20 COUNTY OF ORANGE

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23 BY: _____ DATED: _____

24 -HEALTH CARE AGENCY

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

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33 BY: _____ DATED: _____

34 DEPUTY

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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
POST CUSTODY RE-ENTRY SERVICES WITH
«UCNAME»

JULY 1, ~~2012~~2011 THROUGH JUNE 30, ~~2013~~2012

I. DEFINITIONS

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

A. ~~California Outcomes Measurement System (CalOMS)~~ means statewide participant-based data collection and outcomes measurement system as required by the State ~~of California, Department of Alcohol and Drug Programs (DADP)~~ to effectively manage and improve the provision of ~~alcohol and other drug~~substance use disorder services at state, county, and provider levels.

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

C. ~~Drug Abuse Treatment Access Report (DATAR)~~ means report required by DADP.

D. Drug Court Post Custody Re-Entry Service means CDCI Post Custody Re-Entry Services.

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

F. ~~IRIS~~ means a collection of applications and databases that serve the needs of programs within the ~~County of Orange Health Care Agency~~HCA and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

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

~~G~~ H. NIATx means the network for improvement of addiction treatment, a model for improving business process.

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

HJ. 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~~the Agreement.

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

4 JL. Residential Recovery Treatment means ~~alcohol~~substance use disorder and other drug treatment
 5 services that are provided to Participants at a supervised twenty-four (24)-hour residential recovery
 6 program. Services are provided in an alcohol and drug-free environment with treatment for ~~alcohol~~
 7 ~~and/or other drug related problems.~~substance use disorders. These services are provided in a non-
 8 medical, residential setting that has been licensed and certified by ~~DADP~~the State.

9 ~~—K.~~ M. Self-Help means a non-professional, peer participatory meeting formed by people with a
 10 common problem or situation offering mutual support to each other towards a goal of healing or
 11 recovery.

12 N. Service Category means the type of post custody re-entry services provided to Participants based
 13 on grant fund criteria, as specified in the Referenced Contract Provisions of ~~this~~the Agreement. Service
 14 Categories include ~~forty-two (42)-Day Post Custody Re-Entry, Female Offender Treatment Program~~
 15 ~~(FOTP)~~ Post Custody Re-Entry Services, and ~~Comprehensive Drug Court Implementation (CDCI)~~ Post
 16 Custody Re-Entry Services.

17 LO. Structured Activities means activities including Therapeutic and Non-Therapeutic Activities
 18 designed to meet treatment goals:

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

22 NQ. Therapeutic Group means activities such as individual counseling, groups, self-help
 23 meetings, but excludes chores and recreational activity.

24 OR. Token means the security device which allows an individual user to access the ~~Health Care~~
 25 ~~Agency (HCA)~~ computer based ~~Integrated Records Information System (IRIS).~~

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

31 **II. PAYMENTS**

32 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of
 33 \$«FOTP_Bed_Day_Rate» per bed day for ~~forty-two (42)-Day Post Custody Re-Entry Services, and~~
 34 FOTP Post Custody Re-Entry Services, and the rate of \$«Res_Recovery_Bed_Day_Rate» per bed day
 35 for Drug Court Post Custody Re-Entry Services; provided, however, that the total of all such payments
 36 to CONTRACTOR and all other COUNTY contract providers for all Post Custody Re-Entry Services
 37 for Substance ~~Abusers~~Use Disorders shall not exceed COUNTY's Maximum Obligation for each

1 Service Category and shall not exceed COUNTY's Aggregate Maximum Obligation, as set forth in the
 2 Referenced Contract Provisions of ~~this~~the Agreement; and provided further, that CONTRACTOR's
 3 costs are allowable pursuant to applicable county, federal and state regulations. Non-compliance will
 4 require the completion of ~~corrective action plan(s) (CAP)~~ by CONTRACTOR. If CAPs are not
 5 completed within timeframes as determined by ADMINISTRATOR, payments may be reduced
 6 accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance
 7 with licensure and/or certification standards of the State, County or Probation, ADMINISTRATOR may
 8 elect to reduce COUNTY's maximum obligation proportionate to the length of time that
 9 CONTRACTOR is ineligible to provide services.

10 1. All payments are interim payments only, and subject to final settlement in accordance with
 11 the Cost Report ~~paragraph~~Paragraph of ~~this~~the Agreement.

12 2. It is understood by CONTRACTOR that the provisional rate is a maximum rate, and that if
 13 the Cost Report indicates that CONTRACTOR's actual costs, less applicable revenues, are less than the
 14 amount paid by COUNTY, for any Service Category, CONTRACTOR shall reimburse the difference to
 15 COUNTY, for any Service Category, in accordance with the Cost Report ~~paragraph~~Paragraph of the
 16 Agreement.

17 B. CONTRACTOR's ~~billings~~invoicing shall be on forms approved or supplied by
 18 ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.
 19 ~~Billings~~Invoices are due the tenth (10th) calendar day of each month, and payments to CONTRACTOR
 20 should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly
 21 completed billing form. Invoices received after the due date may not be paid in accordance with
 22 Subparagraph II.B above.

23 C. All ~~billings~~invoicing to COUNTY shall be supported, at CONTRACTOR's facility, by source
 24 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
 25 canceled checks, receipts, receiving records, and records of service provided. ADMINISTRATOR may
 26 require CONTRACTOR to submit documentation in support of the monthly billing.

27 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
 28 with any provision of ~~this~~the Agreement.

29 E. ADMINISTRATOR may withhold or delay processing of CONTRACTOR's final invoice until
 30 CONTRACTOR submits a correctly completed Cost Report as defined in the Cost Report
 31 ~~paragraph~~Paragraph.

32 F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration
 33 and/or termination of ~~this~~the Agreement, except as may otherwise be provided under ~~this~~the Agreement.

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

III. RECORDS

A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the COUNTY ~~Alcohol and Drug Abuse 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 Referral 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 for Participants admitted to residential recovery programs and shall include a comprehensive psychosocial assessment.

3. An admission record shall include documentation that residential services are appropriate for the Participant. Such documentation, made within 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 ASRS Manual, and the DPFS Manual.~~

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~~the 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 rendered and revenues received from any source on behalf of Participants treated pursuant to ~~this~~the Agreement, must be reflected in CONTRACTOR’s financial records.

IV. 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 invoice~~ 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~~the Agreement, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any

1 changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in
2 achieving all the terms of the Agreement shall be included.

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

9 C. MONTHLY IRIS - CONTRACTOR shall participate in COUNTY’s IRIS, and input all IRIS
10 and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the month
11 following the report month. CONTRACTOR shall correct and submit all errors from the CalOMS
12 Feedback and Error Report via IRIS within seven (7) calendar days of receipt of this report. CalOMS
13 discharges shall be entered no later than seven (7) calendar days after Participant’s discharge.

14 D. MONTHLY DATAR/HOMELESS REPORT - CONTRACTOR shall provide monthly reports
15 under the DATAR, and/or any other ~~DADP~~ State reporting system in a manner prescribed by
16 ADMINISTRATOR, no later than the fifth (5th) business day of the month following the report month.

17 E. FOTP PARTICIPANTS - CONTRACTOR shall report Participant information as required by
18 ADMINISTRATOR including, but not limited to, the monthly bed day census reports, the Cost Report,
19 and proper Participant identification on the CalOMS report.

20 F. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by
21 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.
22 ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the
23 information is needed.

24 **V. SERVICES**

25
26 ~~A. A CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in~~
27 ~~a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR~~
28 ~~shall maintain documents of such efforts which may include; but not be limited to: records of~~
29 ~~participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and~~
30 ~~procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of~~
31 ~~measures taken to enhance accessibility for, and sensitivity to, individuals who are physically~~
32 ~~challenged.~~

33 ~~B. FACILITY - CONTRACTOR shall provide services at any facility approved in advance, in~~
34 ~~writing, by ADMINISTRATOR and appropriately licensed and certified in accordance with DADP the~~
35 ~~State’s Programs Standards, and CCR, Title 9 ~~of the California Code of Regulations.~~~~

36 //

37 //

1 Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall
 2 maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day
 3 throughout the year.

4 2. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule;
 5 unless otherwise authorized in writing by ADMINISTRATOR.

6 ~~C~~ 3. CONTRACTOR shall make its best effort to provide services pursuant to the
 7 Agreement in a manner that is culturally and linguistically appropriate for the population(s) served.
 8 CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to:
 9 records of participation in COUNTY sponsored applicable training; recruitment and hiring policies and
 10 procedures; copies of literature in multiple languages and formats, as appropriate, and descriptions of
 11 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
 12 challenged.

13 B. PERSONS TO BE SERVED

14 1. CONTRACTOR shall serve adult Participants who have abstained from substance ~~abuse~~^{use}
 15 for at least twenty-four (24) hours; have a diagnosis of a substance use disorder, and demonstrate a need
 16 for ~~an alcohol and drug abuse~~ a substance use disorder residential treatment setting.- Such persons shall
 17 include persons with co-occurring disorders.

18 ~~2. 42-DAY POST CUSTODY RE-ENTRY SERVICES – CONTRACTOR shall serve,~~
 19 ~~immediately upon their release from an Orange County jail, adult males and females, who are residents of~~
 20 ~~Orange County, aged eighteen (18) years or older, with a problem of substance abuse, and referred by~~
 21 ~~COUNTY Sheriff's Department.~~

22 ~~3//~~

23 2. FOTP POST CUSTODY RE-ENTRY SERVICES – CONTRACTOR shall serve adult
 24 female parolees, who are referred by ADMINISTRATOR, being paroled from the ~~California Institution~~
 25 ~~for Women (CIW)~~ CIW Forever Free program and women on Community Parole, which include any
 26 adult female who is on parole from any of the California State Prisons for Women as verified by
 27 ~~California Department of Corrections~~ CDC, Parole and Community Services. CONTRACTOR shall
 28 also serve any adult female parolee deemed appropriate by ~~California Department of Corrections (CDC)~~
 29 and the ~~California Department of Alcohol and Drug Programs,~~ State as verified by the parole agent.
 30 CONTRACTOR shall accept all said referrals.

31 43. 90-DAY DRUG COURT POST CUSTODY RE-ENTRY SERVICES – CONTRACTOR
 32 shall serve, immediately upon their release from an Orange County jail, adult males and females, who are
 33 referred by COUNTY's Drug Court Program. CONTRACTOR shall accept all referrals in accordance
 34 with its bed capacity.

35 5.4. ADMISSION TO RESIDENTIAL SERVICES

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

1 well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual
 2 diagnosis. Dually diagnosed persons and others who require prescribed medication shall not be
 3 precluded from acceptance or admission solely based on their licit use of prescribed medications.
 4 Persons having a concurrent diagnosis of mental illness will be served in accordance with Federal
 5 Substance Abuse Prevention and Treatment Block Grant Program requirements and COUNTY
 6 guidelines.

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

11 c. ADMISSION POLICY ~~—~~ CONTRACTOR shall grant priority in admissions to persons
 12 referred by ADMINISTRATOR, and shall establish and make available to the public, a written admission
 13 policy, which shall include, but not be limited to the following treatment priorities:

- 14 1) First priority for admission shall be given to pregnant injection drug users.
- 15 2) Second priority for admission ~~is~~ shall be given to pregnant substance ~~abusers~~ users.
- 16 3) Third priority for admission ~~is~~ shall be given to injection drug users.
- 17 4) Fourth priority for admission shall be given to all other substance ~~abusers~~ users.

18 d. ~~CONTRACTOR's~~ CONTRACTOR's admission policy shall reflect all applicable
 19 federal, state, and county regulations.

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

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

25 DC. SERVICES TO BE PROVIDED

26 1. CONTRACTOR shall provide services in accordance with protocols established by
 27 CONTRACTOR and approved by ADMINISTRATOR. Said services shall be provided at a ~~DADP~~ State
 28 licensed and certified facility that is furnished consistent with the cultural values of the population to be
 29 served.

30 2. RESIDENTIAL RECOVERY SERVICES: CONTRACTOR shall operate licensed and
 31 certified ~~alcohol and drug abuse~~ substance use disorder residential facilities for the provision of
 32 residential recovery services, in accordance with the standards established by COUNTY and
 33 ~~DADP~~ State, and within the specifications stated herein, unless otherwise authorized by
 34 ADMINISTRATOR.

35 3. CO-OCCURRING DISORDERS: CONTRACTOR shall ensure that rehabilitative and
 36 recovery services to Participants with co-occurring disorders address the relationship between the two
 37 diagnoses throughout treatment.

1 4. ASSESSMENT: Within seven (7) calendar days of admission, CONTRACTOR shall
 2 conduct a standardized, comprehensive risk and needs assessment on each Participant which assesses
 3 alcohol/drug ~~abuse~~use history, family history, mental and emotional status, legal status, educational and
 4 vocational background as well as daily living skills, stress management, literacy, employment,
 5 education, and money management. Assessment tools shall be co-occurring capable, meet best practice
 6 standards and may include ~~Addiction Severity Index (ASI)~~, CalOMS, or other assessment tools that are
 7 completed and signed by staff and Participant and approved by ADMINISTRATOR.

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

15 6. PROGRAM ORIENTATION: During the first seventy-two (72) hours of a Participant's
 16 admission into the program, CONTRACTOR shall provide an orientation of the program. The program
 17 orientation shall include, but not be limited to:

- 18 a. Overview of Program structure and schedules;
- 19 b. Program rules and regulations;
- 20 c. Policies regarding Participant fees;
- 21 d. Participant rights;
- 22 e. Assignment of a counselor;
- 23 f. Staff Code of Conduct; and
- 24 g. Continuing care services.

25 7. TREATMENT/RECOVERY PLAN: CONTRACTOR shall collaboratively develop an
 26 individualized treatment plan with each Participant within fourteen (14) calendar days of admission into
 27 the Program, which shall be based upon the Participant's needs identified in the assessment process.
 28 Each treatment plan shall include identification of a minimum of three (3) problem areas, including a
 29 ~~drug and/or alcohol~~substance use disorder problem, long term and short term individualized goals
 30 addressing the identified needs, action steps, target dates and dates of resolution for each. Every
 31 fourteen (14) calendar days, CONTRACTOR shall review with the Participant, and document in
 32 progress notes, the Participant's progress on the treatment plan. CONTRACTOR shall update the
 33 treatment plan when a change in problem identification, focus of recovery or treatment occurs.

34 8. HABILITATIVE AND REHABILITATIVE SERVICES: CONTRACTOR shall provide
 35 structured and planned habilitative and rehabilitative activities involving program staff and Participants
 36 in traditional classroom or experiential learning of practical life and social skills. Subjects shall include,
 37 but are not limited to, the following: job preparation, application, interview and retention skills;

1 managing finances; maintaining health and personal hygiene and appearance; obtaining educational and
 2 vocational training; building and maintaining socially supportive relationships; securing housing;
 3 obtaining social services; recognizing and preventing substance ~~abuse~~use disorder relapse; avoiding
 4 violence and criminal activities; recognizing and changing self-defeating thinking and behavior patterns;
 5 nutrition, meal planning and food preparation; parenting skills; and obtaining child care.

6 9. COLLATERAL SERVICES: CONTRACTOR shall provide, as appropriate and
 7 documented in the Participant file, individual and group sessions for family members of the Participant.
 8 These services shall address family dynamics, which; could contribute to the Participant's relapse and
 9 potential or actual abuse in the family system. Collateral Service shall include the Participant unless
 10 determined inappropriate by the counselor.

11 10. STRUCTURED ACTIVITY:

12 a. Residential Recovery services shall consist of a minimum of twenty (20) hours of
 13 Structured Activity per week of which Participants must engage in a minimum of fourteen (14) hours of
 14 Therapeutic Activity per week and shall include, at a minimum the following:

15 1) Individual Counseling - CONTRACTOR shall provide individual counseling to
 16 Participants. ~~Counseling shall be culturally appropriate to Participants' needs.~~

17 2) Group Counseling - CONTRACTOR shall provide counseling within a group to
 18 Participant. Group intervention and activities may include, but are not limited to, encounter groups,
 19 seminars and educational groups, house and community group meetings, self-help meetings, and
 20 practical life and social skills. Topics for discussion shall include anger management, criminal thinking
 21 and thinking errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group
 22 activities, the ratio of participants to Substance ~~Abuse~~Use Disorder Program counselors shall not be
 23 greater than twelve to one (12:1) as evidenced on group activity rosters.

24 b. CONTRACTOR shall provide a minimum of six (6) hours of structured
 25 non-therapeutic activity per week that includes work, school, and volunteer hours outside the facility,
 26 chores, and recreational activities. Recreational activity and socialization services for participants may
 27 include, but not be limited to:

28 1) Teaching the concepts of rules, teamwork and sportsmanship; and

29 2) Providing guidance on use of recreational or leisure time.

30 11. TREATMENT PHASES: CONTRACTOR's program shall consist of progressive
 31 treatment phases which shall be defined in CONTRACTOR's Program Protocol, approved by
 32 ADMINISTRATOR, and include measurement of Participant's progress in order to advance to
 33 subsequent phases. The Program Protocol shall be CONTRACTOR's written program description,
 34 goals and objectives, and policies established by CONTRACTOR for the residential recovery treatment
 35 program as provided for under ~~this the~~ Agreement. ~~Each Participant admitted to the 42 Day post~~
 36 ~~eustody reentry program shall be restricted to the premises of the facilities listed within this Agreement~~
 37 ~~for a minimum of the first seven (7) calendar days of the program.~~ Each Participant admitted to the

1 ninety calendar day programs (90-Day ~~drug court post custody reentry~~ CDCI Post Custody Re-entry
 2 program and the FOTP ~~post custody reentry~~ Post Custody Re-entry program) shall be restricted to the
 3 premises of the facilities listed within ~~this~~ the Agreement for the first thirty (30) calendar days of the
 4 program. Exceptions shall be allowed for medical and psychiatric services, described in
 5 ~~subparagraph~~ Subparagraph V.D. of this Exhibit A to the Agreement, or other staff-approved activities
 6 under CONTRACTOR supervision. Suggestions for treatment phases are as follows:

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

11 b. Primary treatment, internalization and socialization consists of activities designed to
 12 assist Participants in working on personal issues, cultivate support systems, and seek
 13 educational/vocational opportunities.

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

17 d. Graduation consists of Participants completing their residential recovery treatment
 18 program in accordance with the treatment/recovery plan.

19 12. TRANSITION/EXIT PLANNING: CONTRACTOR shall begin discharge planning
 20 immediately after enrollment. ~~CONTRACTOR~~ shall develop a formal exit plan no later than fourteen
 21 (14) calendar days prior to Participant's ~~planned discharge~~ successful completion from the program.
 22 The transition/ exit plan shall be completed and signed by staff and Participant. The transition/ exit plan
 23 shall include:

24 a. Identifying the Participant's achievements while in the residential recovery treatment
 25 program such as meeting or progressing towards educational or vocational goals.

26 b. A strategy or strategies to assist the Participant in maintaining ~~an alcohol and drug~~
 27 substance use disorder free lifestyle.

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

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

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

1 13. PARTICIPANT COMPLETION: Participant completion shall mean a Participant has
2 demonstrated progress in behavioral and emotional growth sufficient to have completed the objectives
3 established by CONTRACTOR as these objectives are described in the Program Protocol.

4 a. Progress shall be documented in the Participant's treatment/recovery plan.

5 b. Successful program completion is defined as continued participation for the length of
6 stay specified for the program with motivation and intent to recover from addiction in order to lead a
7 productive ~~alcohol and drug~~ substance use disorder free life.

8 14. DISCHARGE SUMMARY: CONTRACTOR shall develop written procedures regarding
9 participant discharge. Written criteria for the discharge summary shall include:

10 a. Reason for discharge

11 b. Description of treatment episodes or recovery services

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

13 d. Vocational and educational achievements

14 e. Legal status

15 f. Linkages and referrals made

16 g. Participants comments

17 h. ~~!~~ Description of the Participant's goals and achievement towards those goals as
18 described in ~~at~~ the Participant's treatment plan.

19 15. FOOD AND OTHER SERVICES: CONTRACTOR shall provide a clean, safe
20 environment, toiletries, clean linen, food service, storage, and supervision of medication.

21 16. SUPPORT SERVICES: CONTRACTOR shall provide housekeeping, laundry,
22 maintenance and arrangements for emergency and non-emergency medical services.

23 ~~17. 42 DAY POST CUSTODY RE-ENTRY SERVICES~~

24 ~~a. CONTRACTOR shall provide a comprehensive program in a safe, supportive, alcohol~~
25 ~~and drug free environment to Participants referred by ADMINISTRATOR with a length of stay no more~~
26 ~~than forty two (42) days unless authorized, in writing, by ADMINISTRATOR.~~

27 ~~b. CONTRACTOR shall provide a clean safe environment, toiletries, clean linen, three (3)~~
28 ~~nutritionally complete meals per day, storage and supervision of medication, and a bed for each~~
29 ~~Participant. Males and females shall be provided with separate sleeping quarters.~~

30 ~~c. CONTRACTOR shall advise Participants of house rules and Participant's rights, and~~
31 ~~each Participant shall be assigned household responsibilities including participation in the preparation of~~
32 ~~meals, cleaning, and maintenance.~~

33 ~~d. CONTRACTOR shall provide assistance to the Participant in the development of a~~
34 ~~measurable, time-limited program to achieve recovery goals, based upon the individual's assessment,~~
35 ~~and treatment issues.~~

36 ~~e. CONTRACTOR shall have a thorough knowledge of and cooperative relationships~~
37 ~~with local resources available to the Participant to support recovery goals, including health, educational,~~

~~vocational, financial, family, and treatment issues and provide assistance to the Participant in obtaining those services.~~

~~18~~ 17. FOTP POST CUSTODY RE-ENTRY SERVICES

a. CONTRACTOR shall provide residential recovery services to adult female parolees which shall consist of a maximum of ninety (90) calendar days, unless approved in writing by ADMINISTRATOR.

b. CONTRACTOR shall maintain contact with parole agents regarding treatment progress, barriers to progress, and exit planning.

c. CONTRACTOR, throughout the course of treatment, shall continue to closely coordinate with Children's Protective Services, if applicable, and other community agency representative(s) acting on behalf of the Participant and/or her child(ren) to facilitate successful independent community living. CONTRACTOR shall document such coordination activities in Participant files.

d. CONTRACTOR shall construct a plan for continuing care which shall be fully documented in the Participant's exit plan.

e. CONTRACTOR shall make every effort to notify the parole agent of any FOTP Participant's behavior patterns which may lead to an involuntary discharge so that the parole agent may attempt to influence the Participant to improve treatment efforts. CONTRACTOR shall have final authority to discharge. In those instances requiring immediate action, CONTRACTOR is not bound to give advance notice to the parole agent.

f. Screening - ~~Alcohol Drug Abuse Services~~ County PSN Case Manager or designated staff will conduct an initial screening utilizing the ~~Client Admission Form (CAF)~~ and fax this referral to the CONTRACTOR. CONTRACTOR shall enter admissions data on the CAF and fax it back to ~~Alcohol Drug Abuse Services~~ County PSN Case Manager upon admission of the parolee into program.

~~19~~18. 90-DAY DRUG COURT POST CUSTODY RE-ENTRY SERVICES

a. CONTRACTOR shall provide a residential recovery program for Participants, for no more than ninety (90) calendar days, unless otherwise authorized by ADMINISTRATOR.

b. CONTRACTOR's residential recovery treatment services for new Participants from custody shall provide a structured recovery program of:

- 1) Substance ~~abuse~~ use disorder education;
- 2) Recovery planning coordinated with Drug Court clinic staff; and
- 3) Individual and group discussion for adult substance ~~abusers~~ disorder users within a supportive, culturally-appropriate residential environment.

~~ED~~. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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1 1. CONTRACTOR shall ensure that all persons admitted for residential recovery treatment
2 services shall have a health questionnaire completed using form ADP ~~10100-A-E~~10026, or may develop
3 its own form provided it contains, at a minimum, the information requested in the ADP ~~10100-A-~~
4 10026.

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

7 1) CONTRACTOR shall review and approve the health questionnaire form prior to
8 Participant's admission to the program. The completed Health Questionnaire shall be signed and dated
9 by staff and Participant.

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

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

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

16 2) A copy of the referral and clearance and any release shall be filed in the
17 Participant's record.

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

20 3. CONTRACTOR shall have written procedures for obtaining medical or psychiatric
21 evaluation and emergency services.

22 4. CONTRACTOR shall have readily available the name, address, and telephone number for
23 the fire department, a crisis center, local law enforcement, and a paramedic unit or ambulance service.

24 5. CONTRACTOR shall provide ~~tuberculosis (TB)~~ services directly to the participants or by
25 referral to ~~COUNTY's Health Care Agency~~COUNTY or another appropriate provider. TB services
26 shall be provided to all Participants within seven (7) calendar days of admission. TB services shall
27 consist of the following:

28 a. Counseling with respect to TB;

29 b. Testing to determine whether the individual has been infected and to determine the
30 appropriate form of treatment; and

31 c. Provision for, or referral of, any Participant infected with TB for medical evaluation,
32 treatment, and clearance. - CONTRACTOR shall ensure that a TB-infected Participant is medically
33 cleared prior to commencing treatment.

34 ~~F~~E. TRANSPORTATION SERVICES

35 //
36 //
37 //

1 1. EMERGENCY MEDICAL TRANSPORTATION - COUNTY shall only pay for
 2 emergency medical ambulance or medical van transportation to and from designated ~~alcohol and~~
 3 ~~drug substance use disorder~~ treatment programs or health facilities in accordance with
 4 ADMINISTRATOR's Emergency Medical Transportation Agreement.

5 2. OTHER TRANSPORTATION - CONTRACTOR shall transport Participant to locations
 6 that are considered necessary and/or important to the Participant's treatment/recovery plan including, but
 7 not limited to, Social Security Administration offices for Supplemental Security Income benefits and
 8 non-emergency medical or mental health services.

9 ~~GF.~~ DRUG SCREENING

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

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

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

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

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

27 ~~HG.~~ PERFORMANCE OUTCOMES - CONTRACTOR shall achieve performance outcome
 28 objectives for each Period, tracking and reporting performance outcome objective statistics in monthly
 29 programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary
 30 to the following activities to meet the objectives, and, therefore, revisions to objectives and activities
 31 may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.
 32 Performance outcome objectives for each Period are as follows:

33 ~~1. 42-DAY POST-CUSTODY RE-ENTRY SERVICES~~

34 ~~a. Objective 1: CONTRACTOR shall provide effective forty two (42) day transitional~~
 35 ~~residential substance abuse assessment, treatment, and counseling to Participants with identified alcohol~~
 36 ~~and/or drug problems following their release from jail as measured by the number and percentage of~~
 37

1 ~~Participants successfully served during the forty-two (42) day program.~~

2 ~~— b. Objective 2: CONTRACTOR shall facilitate transition from custody by linking~~
 3 ~~Participants to appropriate services as measured by the number and percentage of Participants~~
 4 ~~transitioned to other support services.~~

5 ~~— 2~~ 1. FOTP POST-CUSTODY RE-ENTRY SERVICES

6 a. Objective 1: CONTRACTOR shall provide effective ninety (90)-day residential
 7 substance ~~abuse~~ use disorder assessment, treatment, and counseling to Participants and graduates, with
 8 identified ~~alcohol and/or drug~~ substance use disorder problems as measured by retention and completion
 9 rates.

10 1) Retention rates shall be calculated by using the number of Participants successfully
 11 enrolled in or successfully completing their treatment program divided by the total number of
 12 Participants served during the evaluation period.

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

16 b. Objective 2: CONTRACTOR shall obtain from eighty percent (80%) of Participants
 17 completed CESI at time of intake and the CEST shall be administered to Participants at midpoint and at
 18 completion receiving at a minimum, forty-five (45) calendar days of treatment.

19 1) CONTRACTOR shall ensure that surveys are completed by designated Participants
 20 in a timely and accurate manner, including, but not limited to, ensuring that surveys contain Provider
 21 number, Participant identification (ID) number, responses to all psychosocial questions, responses for
 22 other Participant and CONTRACTOR information, and that all fields are filled out and/or marked
 23 appropriately.

24 2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the
 25 originals to ADMINISTRATOR, once a month, no later than the tenth (10th) business day of each
 26 month.

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

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

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

35 1) Reduce waiting times

36 2) Reduce no-shows

37 3) Increase admissions

4) Increase continuation in treatment

32. 90-DAY DRUG-COURT POST-CUSTODY RE-ENTRY SERVICES

a. Objective 1: CONTRACTOR shall provide effective ninety (90)-day residential substance ~~abuse~~use disorder assessment, treatment, and counseling to drug court-enrolled Participants with identified alcohol and/or drug problems as measured by retention and completion rates.

1) Retention Rates shall be calculated by using the number of Participants remaining in the treatment program divided by the total number of Participants served during the evaluation period.

2) Completion Rates shall be calculated by using 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 facilitate transition of drug court participants from residential program to outpatient counseling.

c. Objective 3: CONTRACTOR shall obtain from eighty percent (80%) of Participants completed CESI at time of intake and the CEST shall be administered to Participants at midpoint and at discharge receiving at a minimum, forty-five (45) calendar days of treatment.

1) CONTRACTOR shall ensure that surveys are completed by designated Participants in a timely and accurate manner, including, but not limited to, ensuring that surveys contain Provider number, Participant ID number, responses to all psychosocial questions, responses for other Participant and CONTRACTOR information, and that all fields are filled out and/or marked appropriately.

2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to ADMINISTRATOR, once a month, no later than the tenth (10th) business day of each month.

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

4) CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting, sorting, 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.

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

1) Reduce waiting times

2) Reduce no-shows

3) Increase admissions

4) Increase continuation in treatment

I.H. 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~~the Agreement.

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

6 ~~K~~. PROBATION GUIDELINES - CONTRACTOR shall apply for and receive approval of the
 7 ~~Orange County Probation Department (Probation)~~OCPD to provide residential recovery treatment
 8 services. CONTRACTOR shall recognize the authority of Probation as officers of the Court, and shall
 9 extend cooperation to ~~Probation~~OCPD in accordance with the services provided through ~~this~~the
 10 Agreement.

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

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

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

20 ~~N~~. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE - CONTRACTOR shall maintain
 21 a Participant sign in/out log and schedule for all Participants, which shall include, but not be limited to,
 22 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 ~~O~~. 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 respond to neighbor complaints, staff contact information to be made
 29 available to neighboring residents and complaint procedures.

30 ~~P~~. 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~~the 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 VI. STAFFING

13 A. CONTRACTOR shall provide staffing levels and qualifications appropriate to meet the needs of
14 the Participants, including:

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

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

20 3. Primary service delivery staff shall have no less than two (2) years of education, training
21 and/or work experience in the field of chemical dependency, as verified by job descriptions and resumes
22 of staff.

23 4. All program staff having direct contact with Participants shall, within the first (1st) year of
24 employment, be trained in infectious disease recognition, crisis intervention and to recognize physical
25 and psychiatric symptoms that require appropriate referrals to other agencies. Contractor shall develop a
26 written plan and provide ongoing training in topics related to ~~alcohol and drug~~substance use on a yearly
27 basis. All staff training shall be documented and maintained as part of the training plan.

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

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

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

3 E. CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in a
4 manner that is culturally and linguistically appropriate for the population(s) served. ~~D.~~

5 ~~STAFF CONDUCT~~ CONTRACTOR shall maintain documents of such efforts which may
6 include; but not limited to; records of participation in COUNTY-sponsored or other applicable training;
7 recruitment and hiring policies and procedures; copies of literature in multiple languages and formats,
8 as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to,
9 individuals who are physically challenged.

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

20 EG. CONTRACTOR shall provide pre-employment screening of any staff person providing services
21 pursuant to ~~this~~the Agreement. All staff shall pass an Orange County criminal justice background check
22 conducted by ~~Probation~~OCPD on a yearly basis. Program directors, managers and other supervisory
23 staff will be requested to voluntarily submit to a more extensive background check, including "live
24 scan" fingerprinting. The results of the fingerprint checks will be sent directly from the State
25 Department of Justice to Probation.

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

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

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

31 c. No person shall have been convicted of any violent felony as defined in ~~Penal Code~~
32 ~~section~~PC, Section 667.5, which involves doing bodily harm to another person, for which the staff
33 member was convicted within five years prior to employment;

34 d. No person shall be on parole or probation;

35 e. No person shall participate in the criminal activities of a criminal street gang and/or
36 prison gang; and

37 //

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

g. 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.

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.

**VII. ~~CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)~~ CFDA
INFORMATION**

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

1. ~~CFDA Year: 2009~~ 2012
~~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 MediCal Contract

2. ~~CFDA Year: 2009~~ 2012
~~CFDA #: No.:~~ 16.585
 Program Title: Drug Court Discretionary Grant Program
 Federal Agency: Department of Justice
 Award Name: BJA FY 09 Drug Court Discretionary Grant Program:
Enhancement

B. 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.

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

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