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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2009 through June 30, ~~2013~~2012

~~"Period One" means the period from July 1, 2009 through June 30, 2010~~

~~"Period Two" means the period from July 1, 2010 through June 30, 2011~~

~~"Period Three" means the period from July 1, 2011 through June 30, 2012~~

Maximum Obligation:

~~— Period One~~

Maximum Obligation: \$167,353

~~Period Two Maximum Obligation: 167,353~~

~~Period Three Maximum Obligation: 167,353~~

~~TOTAL CONTRACT MAXIMUM OBLIGATION: \$502,059~~

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Executive Director
Cooper Fellowship, Inc.
P.O. Box 3129
Santa Ana, CA 92703-0129

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with — broad form Property damage and — contractual liability	\$1,000,000 Combined Single limit per occurrence \$2,000,000 Aggregate <u>aggregate</u>
Automobile Liability, including coverage	\$1,000,000 <u>per occurrence</u>

1	for owned, non-owned and hired vehicles	Combined Single limit per occurrence
2	Workers' Compensation	Statutory
3		
4	Employer's Liability Insurance	\$1,000,000
5		per occurrence
6		
7	Professional Liability Insurance	\$1,000,000
8		per claims made or
9		per occurrence
10	Sexual Misconduct	\$1,000,000
11		per occurrence
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I. ACRONYMS

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

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

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

11 II. ALTERATION OF TERMS

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

18 III. ASSIGNMENT OF DEBTS

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

27 IV. COMPLIANCE

28 A. COMPLIANCE PROGRAM – ADMINISTRATOR ~~A. COUNTY's Health Care~~
 29 ~~Agency (HCA)~~ has established a Compliance Program for the purpose of ensuring adherence to all rules
 30 and regulations related to federal and state health care programs.

31 1. ADMINISTRATOR shall ~~provide~~ ensure that CONTRACTOR ~~with a copy~~ is made aware of
 32 the relevant ~~HCA Policies~~ policies and ~~Procedures~~ procedures relating to ~~the~~ ADMINISTRATOR's
 33 Compliance Program.

34 ~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and~~
 35 ~~members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~
 36 ~~relative to this Agreement are made aware of HCA's Policies and Procedures.~~

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

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

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

16 2. ~~HCA's~~ 5. ADMINISTRATOR's Compliance Officer shall ~~advise~~
 17 CONTRACTOR determine if CONTRACTOR's ~~compliance program is accepted~~ Compliance Program
 18 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or
 19 shall be asked to acknowledge and agree to the ~~HCA's Code of Conduct and~~ ADMINISTRATOR's
 20 Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required
 21 elements.

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

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

32 B. SANCTION SCREENING – ~~C. CODE OF CONDUCT Under the direction of the~~
 33 ~~HCA Office of Compliance, a Code of Conduct for adherence by all HCA employees and contract~~
 34 ~~providers has been developed.~~

35 1. ~~If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30)~~
 36 ~~calendar days of award of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR a~~
 37 ~~signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor~~

1 ~~Code of Conduct.”~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence
 21 by ADMINISTRATOR’s employees and contract providers.

22 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
 23 ADMINISTRATOR’s Code of Conduct.

24 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 25 made aware of ADMINISTRATOR’s Code of Conduct.

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

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

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

35 6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR,
 36 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 37 CONTRACTOR’s Code of Conduct.

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

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

8 ~~E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE~~ ~~E.~~

9 ~~REIMBURSEMENT STANDARDS~~

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

16 2. CONTRACTOR shall not submit ~~no~~any false, fraudulent, inaccurate and/or fictitious claims
 17 for payment or reimbursement of any kind.

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

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

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

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

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

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

32
 33 **V. CONFIDENTIALITY**

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

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

10 VI. COST REPORT

11 A. CONTRACTOR shall submit ~~separate a~~ Cost Reports for Period One, Period Two, and Period
 12 ~~Three, or for a portion thereof,~~ Report to COUNTY no later than ~~sixty (60)~~ forty-five (45) calendar days
 13 following ~~the period for which they are prepared or~~ termination of this Agreement. CONTRACTOR
 14 shall prepare the Cost Reports Report in accordance with all applicable federal, state and county
 15 requirements ~~and~~, generally accepted accounting principles ~~and the Special Provisions Paragraph of this~~
 16 Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
 17 centers, services, and funding sources in accordance with such requirements and consistent with prudent
 18 business practice, which costs and allocations shall be supported by source documentation maintained by
 19 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

35 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
 36 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
 37 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 ~~prepared for each period~~ shall be the final financial and statistical report
4 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
5 CONTRACTOR ~~for that period.~~ CONTRACTOR shall document that costs are reasonable and
6 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report
7 shall be the final financial record for subsequent audits, if any.

8 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
9 less applicable revenues and late penalty, not to exceed ~~the applicable~~ COUNTY's Maximum Obligation
10 ~~for each period~~ as set forth ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.
11 CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to
12 applicable federal, state and county laws, regulations and requirements. Any payment made by
13 COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable
14 expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized
15 form of payment, within thirty (30) calendar days of submission of the Cost ~~Reports~~ Report or COUNTY
16 may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement
17 due COUNTY.

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

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

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

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

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____ "

17 18 **VI. CULTURAL COMPETENCY**

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

25 26 **VII. DELEGATION AND ASSIGNMENT**

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

1 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
2 prior written consent of COUNTY.

3 ~~—B.—~~ For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
4 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
5 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
6 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
7 derogation of this paragraph shall be void. ~~ADMINISTRATOR may disallow, from payments otherwise~~
8 ~~due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

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

16

17 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

28

29 **IX. EQUIPMENT**

30 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
31 ~~moveable~~ all property of a ~~relatively permanent~~ Relatively Permanent nature with significant value,
32 ~~purchased in whole or in part by Administrator to assist in performing the services described in this~~
33 ~~Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer.~~ Equipment
34 which costs \$5,000 or over, including ~~sales taxes, freight charges, sales taxes, and other taxes, and~~
35 ~~installation costs~~ are ~~considered fixed assets.~~ defined as Capital Assets. Equipment which ~~cost less~~
36 ~~than~~ costs between \$600 and \$5,000, including ~~sales taxes, freight charges, sales taxes and other taxes,~~
37 ~~and installation costs~~ are ~~considered minor~~ defined as Controlled Equipment. Controlled Equipment

1 includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The
 2 cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 3 depreciated according to generally accepted accounting principles.

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

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

16 ~~C.D.~~ D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 17 with funds paid through this Agreement ~~in accordance with guidelines set forth in COUNTY's~~
 18 ~~"Accounting Procedures Manual," as periodically amended,~~ including date of purchase, purchase price,
 19 serial number, model and type of Equipment. Such inventory shall be available for review by
 20 ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of
 21 ~~undepreciated~~ depreciated Equipment cost, if any.

22 ~~—D. For Loaned Equipment,~~ E. CONTRACTOR shall cooperate with ADMINISTRATOR
 23 in conducting ~~any~~ periodic physical inventories of ~~Loaned all~~ Equipment ~~that ADMINISTRATOR may~~
 24 ~~require.~~ Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~
 25 Equipment to COUNTY.

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

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

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

X. FACILITIES, PAYMENTS AND SERVICES

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

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

XI. INDEMNIFICATION AND INSURANCE

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

22 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
23 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
24 covering its operations as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.
25

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

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

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

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

35 D. Certificates of ~~Insurance~~ insurance and endorsements evidencing the above coverages and
36 clauses shall be mailed to COUNTY as referenced ~~on Page 4~~ in the Referenced Contract Provisions of
37 this Agreement.

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

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

7 **XII. INSPECTIONS AND AUDITS**

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

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

22 C. AUDIT RESPONSE

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

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

36 //

37 //

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

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

XIII. LICENSES AND LAWS

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

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

1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.
2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.
3. ~~California Health and Safety Code (HSC)~~, Divisions 10.5 and 10.6.
4. HSC, §§11758.40 through 11758.47.
5. HSC, §§11839 through 11839.22
6. HSC, §11864
7. HSC, §11876(a)
8. ~~California Health and Safety Code Sections~~ HSC, §§123110 through 123149.5.
- ~~5.~~ 9. Title 2, ~~Code of Federal Regulations (CFR)~~, Part 230, Cost Principles for Nonprofit Organizations.
10. ~~6.~~ Title 2, CFR 376, Nonprocurement, Debarment and Suspension.
711. 41 CFR, Public Contracts and Property Management.
812. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
13. ~~9.~~ 45 CFR 93, New Restrictions on Lobbying.
14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
15. ~~10.~~ 45 CFR 96.132(e), Additional Agreements.

- 1 ~~11~~ 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 2 ~~12~~ 17. 45 CFR 160, General Administrative Requirements.
- 3 ~~13~~ 18. 45 CFR 162, Administrative Requirements.
- 4 ~~14~~ 19. 45 CFR 164, Security And Privacy.
- 5 ~~20~~. ~~15~~. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 6 ~~16~~. 21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of
- 7 appropriated funds to influence certain ~~Federal~~ federal contracting and financial transactions.
- 8 ~~17~~ 22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- 9 ~~18~~ 23. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and
- 10 Mental Health Services Administration.
- 11 24. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- 12 ~~19~~ 25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for
- 13 health services facilities and organizations.
- 14 26. 42 USC, Chapter 7, Subchapter XI, Part C, ~~20~~. ~~42 USC~~ 1320(d) through
- 15 1320(d)(8), Administrative Simplification.
- 16 ~~27~~ ~~21~~. ~~42 USC 290aa through 290jj, Substance Abuse and Mental Health Services~~
- 17 ~~Administration~~.
- 18 ~~22~~. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on
- 19 Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 20 ~~23~~. ~~California~~ 28. 42 USC 6101, Age Discrimination Act of 1975
- 21 29. 42 USC 2000d, Civil ~~Code~~ (Rights
- 22 30. 42, Part 54, "Charitable choice regulations applicable to states receiving substance abuse
- 23 prevention and treatment block grants and/or projects for assistance in transition from homelessness
- 24 grants."
- 25 31. 8 USC, 1324, Immigration Reform & Control Act, 1986
- 26 ~~32~~. ~~CCC) Sections~~ §§56 through 56.37, Confidentiality of Medical Information.
- 27 ~~24~~ 33. CCC ~~Sections~~ §§1798.80 through 1798.82, Customer Records.
- 28 ~~25~~ 34. CCC ~~Section~~ §1798.85, Confidentiality of Social 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~~. 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department
- 33 of Alcohol and Drug Programs, 2003
- 34 39. 45 CFR 96.124(e)
- 35 40. State of California ~~Code of Regulations (CCR), Title 9,~~ Department of Social Services,
- 36 Community Care Licensing Division 4; and Title 22 requirements for Group Homes.

37 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

21 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

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

XV. MAXIMUM OBLIGATION

The ~~Total~~ Maximum Obligation of COUNTY for services provided in accordance with this Agreement ~~during Period One, Period Two, and Period Three are as specified on Page 4~~ is in the Referenced Contract Provisions of this Agreement.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, CONTRACTOR shall ~~ensure that applicants are employed, and that employees are treated during~~ not unlawfully discriminate against any employee or applicant for employment, without regard to their because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual ~~preference~~ orientation, medical condition, or physical or mental disability. ~~Such action~~ CONTRACTOR shall include, but not be limited to the following: warrant that the evaluation and treatment of employees and applicants for employment, upgrade are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual ~~preference~~ orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. USC §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. USC §6101); ~~Article 9.5, Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code;~~ and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other

1 | pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
2 | regulations, as all may now exist or be hereafter amended or changed.

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

5 | a. Denying a Participant or potential Participant any service, benefit, or accommodation.

6 | b. Providing any service or benefit to a Participant which is different or is provided in a
7 | different manner or at a different time from that provided to other Participants.

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

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

13 | e. Assignment of times or places for the provision of services.

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

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

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

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

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

37 | //

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

4 **XVII. NOTICES**

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

7 1. When written and deposited in the United States mail, first class postage prepaid and
8 addressed as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement or as
9 otherwise directed by ADMINISTRATOR;

10 2. When ~~FAXed~~ faxed, transmission confirmed;

11 3. When sent by ~~electronic mail~~ Email; or

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

14 B. Termination Notices shall be addressed as specified ~~on Page 4~~ in the Referenced Contract
15 Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective
16 when ~~FAXed~~ faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail,
17 Federal Express, United Parcel Service, or other expedited delivery service.

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

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

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

27 **XVIII. NOTIFICATION OF DEATH**

28 A. NON-TERMINAL ILLNESS DEATH

29 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
30 becoming aware of the death due to non-terminal illness of any person served hereunder ~~or served within~~
31 ~~the previous twelve (12) months~~; provided, however, weekends and holidays shall not be included for
32 purposes of computing the time within which to give telephone notice and, notwithstanding the time
33 limit herein specified, notice need only be given during normal business hours.

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

36 //

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

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

3 B. TERMINAL ILLNESS DEATH

4 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
5 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
6 any person served hereunder ~~or served within the previous twelve (12) months.~~ The Notification of
7 Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and
8 circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge
9 of the incident.

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

14
15 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23
24 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

28 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §75055—Retention of records~~
29 ~~by outpatient medical facilities.~~ §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and
30 77143(a).

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

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

35 4. ~~45 CFR, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule~~
36 ~~(Designated Record Set).~~

37 ~~5.~~ State of California, Health and Safety Code ~~§§123100—123149.5~~ §123145.

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

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

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

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

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

~~D~~. CONTRACTOR shall ~~be informed through this Agreement that~~ ensure all HIPAA ~~has broadened~~ DRS requirements are met. HIPAA requires that Participants and/or patients be provided the ~~definition~~ right to access or receive a copy of ~~medical~~ their DRS and/or request addendum to their records ~~and identified this new record set as a Designated Record Set (DRS).~~ Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

~~E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, Participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or request addendum to their records.~~

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

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

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

//

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

1 requested.

2 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
3 security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~
4 ~~(hereinafter "PHI").~~ CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
5 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
6 and email or facsimile.

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

10 ~~H. CONTRACTOR shall retain all financial records for a minimum of five (5) 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 ~~I.~~ IJ. CONTRACTOR shall retain all Participant, ~~client~~ and/or patient medical records for seven (7)
14 years following ~~exit~~ discharge of the Participant, ~~client~~ and/or patient, with the exception of non-
15 emancipated minors for whom records must be kept for at least one (1) year after such minors have
16 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
17 longer.

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

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

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

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

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

32 **XXI. REVENUE**

33
34 A. FEES – CONTRACTOR shall charge a fee to Participants to whom services are provided
35 pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system
36 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,
37 but it shall not exceed the actual cost of services provided. No person shall be denied services because

1 of an inability to pay.

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

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

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

13 **XXII. SEVERABILITY**

14 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
15 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
16 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement
17 or the application thereof shall remain valid, and the remaining provisions of this Agreement shall
18 remain in full force and effect, and to that extent the provisions of this Agreement are severable.
19

20 **XXIII. SPECIAL PROVISIONS**

21 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
22 purposes:
23

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

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

27 ~~3. [REDACTED] 2. Satisfying any expenditure of non-federal funds as a condition for the receipt of~~
28 federal funds (matching).

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

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

31 ~~6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications~~
32 and reports in compliance with this requirement pursuant to Title 31, ~~Section 1352, U.S.C.A. USC,~~
33 ~~§1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial~~
34 ~~transactions).~~

35 ~~7. Paying an individual salary or compensation for services at a rate in excess of the salary~~
36 ~~schedule specified current Level I of the Executive Salary Schedule as published by the U.S. Office of~~
37 ~~Personnel Management OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.~~

- 1 ~~7.~~ ~~8. Supplanting current funding for existing services.~~
- 2 ~~9.~~ Fundraising.
- 3 ~~10~~8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 4 CONTRACTOR's staff or members of the Board of Directors.
- 5 ~~11~~9. Making personal loans to CONTRACTOR's staff ~~or~~ volunteers, interns, consultants,
- 6 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
- 7 salary advances or giving bonuses to CONTRACTOR's staff.
- 8 ~~12~~10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses
- 9 or services.
- 10 ~~13~~11. Producing any information that promotes responsible use, if the use is unlawful, of
- 11 drugs or alcohol.
- 12 ~~14~~12. Promoting the legalization of any drug or other substance included in Schedule 1 of
- 13 ~~Section~~ §202 of the Controlled Substance Act (21 USC 812).
- 14 ~~15~~13. Distributing or aiding in the distributing of sterile needles or syringes for the
- 15 hypodermic injection of any illegal drug.
- 16 14. Assisting, promoting ~~16. Assist, promote, or deter~~ detering union organizing.
- 17 15. Severance pay for separating employees.
- 18 16. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 19 codes and obtaining all necessary building permits for any associated construction.
- 20 17. Providing inpatient hospital services or purchasing major medical equipment.

21 B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use the

22 funds provided by means of this Agreement for the following purposes:

- 23 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 24 CONTRACTOR's Participants.
- 25 2. Funding travel or training (excluding mileage or parking) not approved by
- 26 ADMINISTRATOR.
- 27 3. Making phone calls outside of the local area unless documented to be directly for the
- 28 purpose of Participant care.
- 29 4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not
- 30 approved in advance by ADMINISTRATOR.
- 31 5. Purchase of artwork or other items that are for decorative purposes and do not directly
- 32 contribute to the quality of services to be provided pursuant to this Agreement.

33 C. Neither party shall be responsible for delays or failures in performance resulting from acts

34 beyond control of the offending party. Such acts shall include, but not be limited to, acts of God, fire,

35 flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public

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

37 **XXIV. STATUS OF CONTRACTOR**

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

12 **XXV. TERM**

14 The term of this Agreement shall commence and terminate as specified ~~on Page 4~~ in the Referenced
 15 Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this
 16 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
 17 normally extend beyond this term, including but not limited to, obligations with respect to
 18 confidentiality, indemnification, audits, reporting and accounting.

19 **XXVI. TERMINATION**

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

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

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

- 29 1. The loss by CONTRACTOR of legal capacity.
- 30 2. Cessation of services.
- 31 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 32 another entity without the prior written consent of COUNTY.
- 33 4. The ~~habitual~~ neglect by any physician or licensed person employed by CONTRACTOR of
 34 any duty required pursuant to this Agreement.
- 35 5. The loss of accreditation or any license required by the Licenses and ~~Law paragraph~~ Laws
 36 Paragraph of this Agreement.

- 37 6. The continued incapacity of any physician or licensed person to perform duties required

1 pursuant to this Agreement.

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

6 D. CONTINGENT FUNDING

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

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

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

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

15 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
16 specified ~~on Page 4~~ in the Referenced Contract Provisions of ~~the~~ this Agreement, ADMINISTRATOR
17 may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent
18 with the reduced term of ~~the~~ this Agreement.

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

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

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

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

28 4. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
29 with ~~their~~ Participant's best interests.

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

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

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

1 arising out of such cancellation of commitment which shall be subject to written approval of
2 ADMINISTRATOR.

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

8
9 **XXVII. THIRD PARTY BENEFICIARY**

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

12
13 **XXVIII. WAIVER OF DEFAULT OR BREACH**

14 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
15 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
16 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
17 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
18 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 COOPER FELLOWSHIP, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

22
23
24 ~~SIGNED AND CERTIFIED THAT A COPY~~
25 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
26 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~
27 ATTEST:

28 _____ DATED: _____

29 ~~DARLENE J. BLOOM~~
30 ~~Clerk of the Board of Supervisors~~
31 ~~Orange County, California~~

32 HEALTH CARE AGENCY

33
34
35 APPROVED AS TO FORM
36 OFFICE OF THE COUNTY COUNSEL
37

1 ORANGE COUNTY, CALIFORNIA

2
3
4 BY: _____ DATED: _____

5 DEPUTY

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9 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
10 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
11 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
12 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.
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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 PAROLEE SERVICES NETWORK RESIDENTIAL SERVICES
 WITH
 COOPER FELLOWSHIP, INC.
 JULY 1, ~~2012~~~~2009~~ 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. CalOMS means ~~the California Outcomes Measurement System (CalOMS) which is~~ a statewide client-based data collection and outcomes measurement system as required by the State Department of Alcohol and Drug Programs to effectively manage and improve the provision of alcohol and other drug services at the State, County, and provider levels.

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

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

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

~~E. Graduation date~~ means the date the Participant officially exits from residential treatment (recovery) in accordance with the definition of graduation.

~~F. Integrated Record and Information System (E. IRIS): Means~~ means a collection of applications and data bases 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 information. ~~_____~~

~~G. NIATx means the Network for Improvement of Addiction Treatment model.~~

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

//

1 G. NIATx means a model for improving business process.

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

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

7 J. ~~Program Protocol:~~ Program Protocol means the written program description goals, objectives
8 and policies established by CONTRACTOR for the residential treatment programs provided pursuant to
9 ~~this agreement~~ the Agreement.

10 K. ~~Remote Secure Access (RSA)~~ Token means the security device which allows an individual user
11 to access the HCA computer based IRIS.

12 L. Residential Treatment means ~~alcohol and other drug~~ substance use disorder treatment services
13 that are provided to Participants at a twenty-four (24)-hour residential program. Services are provided in
14 an alcohol and drug free environment and support recovery from ~~alcohol and/or other drug~~ substance use
15 disorder related problems. These services are provided in a non-medical, residential setting that has
16 been licensed and certified by the State of California, Department of Alcohol and Drug Programs.

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

19 ~~1.~~ N. 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 ~~2. Non therapeutic activity: includes work, school, and volunteer hours outside the facility,~~
23 ~~chores, and recreation and socialization activities.~~

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

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II. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
ADMINISTRATIVE COST			
Salaries	\$ 15,384	\$ 15,384	\$ 15,384
Benefits	1,807	1,807	1,807
Services and Supplies	1,433,850	1,850	1,850
Subcontractors	2,2500	0	0
SUBTOTAL ADMINISTRATIVE COST	\$ 20,874,19,041	\$ 19,041	\$ 19,041
PROGRAM COST			
Salaries	\$ 67,884	\$ 67,884	\$ 67,884
Benefits	19,625	19,625	19,625
Services and Supplies	61,970,63,885	63,885	63,885
Subcontracts	0	0	0
SUBTOTAL PROGRAM COST	\$ 149,479,151,394	\$ 151,394	\$ 151,394
GROSS COST	\$ 170,353,435	\$ 170,435	\$ 170,435
REVENUE			
Participant Fees	\$ 3,000,082	\$ 3,082	\$ 3,082
In-kind	0	0	0
SUBTOTAL REVENUE	\$ 3,000,082	\$ 3,082	\$ 3,082
NET COST	\$ 167,353	\$ 167,353	\$ 167,353

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify ~~subparagraph~~ Subparagraph II.A., above.

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III. PAYMENTS

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

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

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

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

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

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

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

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

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IV. RECORDS

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

6 1. ~~Parolee Services Network (PSN) Client Admission form.~~ CAF.

7 2. Treatment/Recovery plans, which shall be ~~completed and~~ documented on the Participant's
8 record within fourteen (14) calendar days ~~in the Participant's record~~ from the date of admission.

9 3. An admission record shall include documentation that residential services are appropriate
10 for the Participant. Such documentation, made within fourteen (14) calendar days of admission, shall
11 include a comprehensive psychosocial assessment.

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

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

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

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

V. REPORTS

A. MONTHLY PROGRAMMATIC

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

34 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any
35 problems in implementing the provisions of ~~this~~ the Agreement, pertinent facts or interim findings, staff
36 changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
37

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

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

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

19 C. MONTHLY IRIS ~~is~~ shall CONTRACTOR shall participate in ~~COUNTY'S~~ COUNTY's IRIS and
20 input all IRIS and ~~California Outcomes Measurement System (CalOMS)~~ data for the preceding month
21 no later than the fifth (5th) calendar day of the month following the report month. ~~CalOMS is a~~
22 ~~statewide Participant based data collection and outcomes measurement system as required by the State~~
23 ~~Department of Alcohol and Drug Programs to effectively manage and improve the provision of alcohol~~
24 ~~and other drug services at the State, County, and provider levels.~~ CONTRACTOR shall correct and
25 submit all errors from the CalOMS Feedback and Error Report via IRIS within seven (7) calendar days
26 of receipt of the report. CalOMS exit discharges shall be entered no later than seven (7) calendar days ~~of~~
27 ~~Participant exit~~ after the Participant's discharge.

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

31 E. ADDITIONAL REPORTS ~~is~~ shall CONTRACTOR shall make additional reports, as required by
32 ADMINISTRATOR, concerning ~~CONTRACTOR'S~~ CONTRACTOR's activities as they affect the
33 services hereunder. ADMINISTRATOR will be specific as to the nature of information requested and
34 the timeframe in which the information is needed.

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VI. SERVICES

A. FACILITY ~~CONTRACTOR shall provide Residential Recovery Services at 401-421 North Cooper, Santa Ana, California, or at any other facility approved in advance, in writing, by ADMINISTRATOR and appropriately~~ operate a licensed and certified substance use disorder residential treatment program for the provision of residential treatment services in accordance with the standards established by the County and the State of California, Department of Alcohol and Drug Programs Standards, and Title 9 of the California Code of Regulations:

~~1. within the specifications stated below, unless authorized by the ADMINISTRATOR.~~
 Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year at 401 – 421 North Cooper, Santa Ana, California, or at any other facility approved in advance by ADMINISTRATOR.

~~2. CONTRACTOR'S holiday schedule shall be consistent with COUNTY'S holiday schedule, however, CONTRACTOR shall be required to provide a modified schedule of activity on these holidays.~~

B. PERSONS TO BE SERVED

1. CONTRACTOR shall serve adult men and women parolees who have abstained from substance abuse use for at least twenty-four (24) hours and ~~who seek participation in~~ demonstrate a program of alcohol and drug abuse need for a substance use disorder residential services treatment.

2. CONTRACTOR shall only provide services, under ~~this~~ the Agreement, to those Participants referred by COUNTY. At its sole discretion, COUNTY shall make referrals as needed to meet the requirements of the ~~Parolee Services Network~~ PSN Program. All referrals for COUNTY shall be initiated by ~~Alcohol and Drug Abuse Services~~ ADAS Program designated staff. CONTRACTOR shall accept all said referrals.

C. ADMISSIONS FOR RESIDENTIAL SERVICES

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons living with HIV disease, as well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual diagnosis. Persons with a co-occurring disorder and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medications. ADAS PSN case manager or designated staff will conduct an assessment utilizing the CAF and fax this referral to CONTRACTOR. CONTRACTOR shall enter admission data on the CAF and fax it back to ADAS PSN Case Manager upon admission of the parolee into program.

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

//

1 a. CONTRACTOR shall only admit a parolee referred by ADMINISTRATOR upon
2 receiving a referral from ADAS Program designated staff.

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

6 D. UNITS OF SERVICE

7 1. CONTRACTOR should provide a minimum of two thousand three hundred (2,300) Units
8 of Service ~~for each Period.~~

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

11 ~~D~~

12 E. RESIDENTIAL SERVICES

13 1. CONTRACTOR shall operate licensed and certified ~~alcohol and drug abuse~~ substance use
14 disorder residential ~~programs~~ treatment program to include basic life support services in accordance with
15 the standards established by COUNTY and the California State Department of Alcohol and Drug
16 Programs within the specifications stated herein, unless otherwise authorized by ADMINISTRATOR.

17 2. RESIDENTIAL RECOVERY SERVICES – CONTRACTOR shall provide ~~a~~ seven (7)
18 beds Residential Recovery Services Program in a facility with a total licensed capacity of seventy (70)
19 beds, in a safe supportive environment. CONTRACTOR shall provide residential treatment services for
20 a maximum of ninety (90) days unless approved in writing by ADMINISTRATOR. Length of program
21 for each Participant shall be determined by ADMINISTRATOR.

22 a. Assessment – Within ~~fourteen (14)~~ seven (7) days of admission, CONTRACTOR shall
23 provide a standardized, comprehensive risk and needs assessment on each Participant which ~~assess~~
24 ~~both~~ assesses alcohol/drug abuse history, family history, mental and emotional status, legal status,
25 educational and vocational background as well as daily living skills, stress management, literacy,
26 employment, education, and money management. CalOMS may also be used as an assessment tool.
27 Other assessment tools may include Addiction Severity Index ~~(ASD)~~, or other assessment tools that are
28 completed and ~~singed~~ signed by staff and Participant. The tool will require approval by
29 ADMINISTRATOR.

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

- 33 1) Overview of Program structure, ~~schedules~~, and ~~rules~~ schedule
- 34 2) ~~Understanding of substance abuse~~ Program rules and ~~addiction~~ regulations
- 35 3) Policies regarding Participant fees
- 36 4) ~~A copy of the Code of Conduct~~
- 37 ~~5) Participant rights~~ Rights

65) Assignment of a counselor

6) Staff Code of Conduct

7) Continuing Care services

c. Treatment/Recovery Plan – CONTRACTOR shall develop an individualized treatment plan, in conjunction with ADMINISTRATOR and the California Department of Corrections staff that specifies the minimum and/or maximum length of program services. A treatment plan shall be developed with each Participant within fourteen (14) days of admission into the Program which shall be based upon the Participant’s needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, individualized long and short term goals for addressing the identified needs, with action steps, target dates and dates of resolution for each. Every fourteen (14) days, CONTRACTOR shall review and document, with the Participant, the Participant’s progress on the treatment/recovery plan. CONTRACTOR shall review and update the treatment plan when a change in problem identification, focus of recovery treatment occurs during treatment.

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

1) Individual Counseling – CONTRACTOR shall provide individual counseling to Participants.

2) Group Counseling – CONTRACTOR shall provide counseling within a group to Participant. Groups intervention and activities may include, but are not limited to, Process Groups, Seminars and Educational Groups, House and Community Group Meetings, and practical life and social skills. Topics for discussion shall include anger management, criminal thinking and thinking errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities, the ratio of Participants to Substance Abuse Program counselors shall not be greater than eighteen to one (18:1) as evidenced on group activity rosters.

e. Structured Non-Therapeutic Activities – CONTRACTOR shall provide a minimum of six (6) hours of non-structured therapeutic activity that includes work, school, and volunteer hours outside the facility, chores, and recreation, and socialization activities may include activities that:

1) Teach the concepts of rules, teamwork and sportsmanship

2) Provide guidance on use of recreational or leisure time

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

1 Said referrals shall be documented in the Progress notes.

2 g. Treatment Phases – CONTRACTOR’s program shall consist of progressive treatment
3 phases which shall be defined in CONTRACTOR’s Program Protocol, approved by the HCA Monitor,
4 and include measurement of Participant’s progress in order to advance to subsequent phases. The
5 Program Protocol shall be CONTRACTOR’s written program description, goals and objectives, and
6 policies established by CONTRACTOR for the Residential Treatment Program as provided for under
7 the Agreement. Each Participant shall be restricted to the premises of the facilities listed within the
8 Agreement for the first thirty (30) days of the program. Exceptions shall be allowed for medical and
9 psychiatric services, described in Subparagraph V.I.E.4. of this Exhibit A to the Agreement, or other
10 staff-approved activities under CONTRACTOR supervision. Suggestions for treatment phases are:

11 1) Orientation and Engagement consisting of activities designed to interrupt negative
12 alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant’s adjustment to a
13 sober environment. The Participant shall not be expected to seek employment or educational
14 opportunities during this phase.

15 2) Primary Treatment, Internalization and Socialization consist of activities designed
16 to assist Participants in working on personal issues, cultivate support systems, and seek
17 educational/vocational opportunities. CONTRACTOR shall obtain documentation from adult
18 Participants regarding efforts to obtain employment.

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

22 4) CONTRACTOR shall consider all Participants to be graduated upon completion of
23 their residential treatment program in accordance with the Treatment Plan.

24 h. Transition/Exit Planning – CONTRACTOR shall begin discharge planning
25 immediately after enrollment. CONTRACTOR shall develop a formal exit plan no later than fourteen
26 (14) calendar days prior to the Participant’s successful completion of the Residential Recovery Program.
27 The transition/ exit plan shall be completed and signed by staff and Participant. The transition/exit plan
28 shall include:

29 1) Identifying the Participant’s achievements while in the Residential Treatment
30 Program such as meeting or progressing towards educational or vocational goals.

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

33 3) A continuing treatment exit plan that includes referral and linkage of the Participant
34 to appropriate services such as outpatient treatment, other support services such as self-help groups,
35 referrals to non-substance abuse resources such as continuing education and vocational rehabilitation,
36 job training, and other social services, if needed, and document this in the Participant’s chart. The
37 continuing treatment plan shall also include the goals identified in the Participant’s treatment plan.

1 i. Discharge Summary – CONTRACTOR shall develop written procedures regarding
 2 Participant discharge. Written criteria for the discharge summary shall include:

3 1) Reason for discharge

4 2) Description of treatment episodes or recovery services

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

6 4) Vocational and educational achievements

7 5) Legal status

8 6) Linkages and referrals made

9 7) Participants comments

10 j. Food and Other Services – CONTRACTOR shall provide a clean, safe environment,
 11 toiletries, clean linen, food service, storage, and supervision of medication.

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

14 l. Collateral Services – CONTRACTOR shall provide, as appropriate and documented in
 15 the Participant file, individual and group sessions for family members of the Participant. _____

16 _____e These services shall address family dynamics, which could contribute to the Participant’s relapse
 17 and potential or actual abuse in the family system. Collateral Services shall include the Participant
 18 unless determined inappropriate by the counselor.

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

28 ~~d. Collateral Services – CONTRACTOR shall provide, as appropriate and documented in~~
 29 ~~the Participant file, individual and group sessions for family members of the Participant. These services~~
 30 ~~shall address family dynamics, which, if unchecked, could contribute to the Participant’s relapse and~~
 31 ~~potential or actual abuse in the family system. The Participant shall be present during Collateral~~
 32 ~~Services only when determined appropriate by the counselor and shall be documented in the Participant~~
 33 ~~file.~~

34 ~~e. Case Management – CONTRACTOR shall provide case management services by~~
 35 ~~contacting outside agencies and making referrals for services outside the scope of comprehensive~~
 36 ~~substance abuse services as identified in the Participant’s treatment plan as necessary to the Participant’s~~
 37 ~~recovery. Such concomitant services include academic education, vocational training, medical and~~

1 dental treatment, pre and post counseling and testing for infectious diseases, legal assistance, job search
2 assistance, financial assistance, childcare, and self-help programs.

3 ~~_____ f. Treatment/Recovery Plan CONTRACTOR shall develop an individualized treatment~~
4 ~~plan, in conjunction with ADMINISTRATOR and the California Department of Corrections staff that~~
5 ~~specifies the minimum and/or maximum length of program services and number of visits required. A~~
6 ~~treatment plan shall be developed with each Participant within fourteen (14) days of admission into the~~
7 ~~Program which shall be based upon the Participant's needs identified in the assessment process. Each~~
8 ~~treatment plan shall include identification of a minimum of three (3) problem areas, individualized long~~
9 ~~and short term goals for addressing the identified needs, with action steps, target dates and dates of~~
10 ~~resolution for each. Every fourteen (14) days, CONTRACTOR shall review and document, with the~~
11 ~~Participant, the Participant's progress on the treatment/recovery plan. CONTRACTOR shall review and~~
12 ~~update the treatment plan when a change in problem identification, focus of recovery treatment occurs~~
13 ~~during treatment.~~

14 ~~_____ g. Exit Planning CONTRACTOR shall develop an exit plan no later than fifteen (15)~~
15 ~~days prior to the Participant's successful completion of the Residential Recovery Program. The~~
16 ~~transition and exit plan shall be completed and signed by staff and Participant. The transition and exit~~
17 ~~plan shall include:~~

18 ~~_____ 1) Identifying the Participant's achievements while in the Residential Treatment~~
19 ~~Program such as meeting or progressing towards educational or vocational goals.~~

20 ~~_____ 2) A strategy or strategies to assist the Participant in maintaining an alcohol and drug~~
21 ~~free lifestyle.~~

22 ~~_____ 3) A continuing treatment exit plan that includes linkage and transition of the~~
23 ~~Participant to appropriate services such as outpatient treatment, other support services such as vocational~~
24 ~~rehabilitation, job training, and other social services. Contractor shall make best efforts to schedule an~~
25 ~~appointment for outpatient services, if needed, and document this in the participant's chart. The~~
26 ~~continuing treatment plan shall also include the goals identified in the Participant's treatment plan.~~

27 ~~_____ 4) Referrals to appropriate non-substance abuse resources such as continuing~~
28 ~~education and vocational rehabilitation.~~

29 ~~_____ h. Residential Recovery services shall consist of a minimum of 20 hours of structured~~
30 ~~activity per week of which participants must engage in a minimum of fourteen hours of therapeutic~~
31 ~~activity per week, and shall include, at a minimum the following:~~

32 ~~_____ 1) Individual Counseling CONTRACTOR shall provide counseling to Participant in~~
33 ~~need of individualized attention. Counseling shall be culturally appropriate to Participants' needs.~~
34 ~~Participant with special needs such as persons living with Human Immunodeficiency Virus (HIV)~~
35 ~~disease will be counseled by appropriately trained staff.~~

36 ~~_____ 2) Group Counseling CONTRACTOR shall provide counseling within a group to~~
37 ~~Participant. Groups intervention and activities may include, but are not limited to, Process Groups,~~

~~Seminars and Educational Groups, House and Community Group Meetings, and/or Habilitative Group Activities. Topics for discussion shall include anger management, criminal thinking and thinking errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities, the ratio of clients to Substance Abuse Program counselors shall not be greater than twelve to one (12:1) as evidenced on group activity rosters.~~

~~i. Non structured activity — CONTRACTOR shall provide a minimum of six (6) hours of non structured therapeutic activity that includes work, school, and volunteer hours outside the facility, chores, and recreation, and socialization activities.~~

~~j. Recreational and Socialization Services — CONTRACTOR shall provide recreational and socialization activities for Participants which may include but not be limited to:~~

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

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

~~k. Treatment Phases — CONTRACTOR'S program shall consist of progressive treatment phases which shall be defined in CONTRACTOR'S Program Protocol, approved by the HCA Monitor, and include measurement of Participant's progress in order to advance to subsequent phases. The Program Protocol shall be CONTRACTOR'S written program description, goals and objectives, and policies established by CONTRACTOR for the Residential Treatment Program as provided for under this Agreement. Each Participant shall be restricted to the premises of the facilities listed within this Agreement for the first thirty (30) days of the program. Exceptions shall be allowed for medical and psychiatric services, described in subparagraph VI.D.3. of Exhibit A to this Agreement, or other staff approved activities under CONTRACTOR supervision. Suggestions for treatment phases are:~~

~~1) Orientation and Engagement consists of activities designed to interrupt negative alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant's adjustment to a~~

~~# sober environment. The Participant shall not be expected to seek employment or educational opportunities during this phase.~~

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

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

~~4) CONTRACTOR shall consider all Participants to be graduated upon completion of their residential treatment program in accordance with the Treatment Plan.~~

~~l. Food and Other Services — CONTRACTOR shall provide basic life support, food service, storage, and supervision of medication.~~

~~m. Support Services — CONTRACTOR shall provide housekeeping; laundry; maintenance~~

~~and arrangements for emergency and non-emergency medical services, assistance to apply for financial, medical, and employment related benefits, e.g., Supplemental Security Income, Social Security, Medi-Cal, State Disability/Unemployment Benefits.~~

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

- 1) Establish procedures that protect against falsification and/or contamination of any body specimen sample collected for drug screening;
- 2) Document results of the drug screening in the Participant's files; and note that,
- 3) Drug screening shall not be reimbursed by PSN funds.

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

4. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

a) CONTRACTOR shall review and approve the health questionnaire form prior to Participant's admission to the program.

b) The completed questionnaire shall be signed and dated by ~~CONTRACTOR~~ Staff and Participant. A copy of the questionnaire shall be filed in the Participant's file.

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

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

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

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

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

5) The programs shall have readily available the name, address, and telephone number

1 for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance
2 service.

3 6) CONTRACTOR shall provide ~~tuberculosis (TB)~~ services for programs directly or
4 by referral to the Orange County Health Care Agency or another appropriate provider. TB services shall
5 be provided within seven (7) days of admission. These TB services shall consist of the following:

6 a) Counseling with respect to TB;
7 b) Testing to determine whether the individual has been infected and to determine
8 the appropriate form of treatment; and

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

12 45. TRANSPORTATION SERVICES

13 a. ~~Emergency Medical Transportation~~ — COUNTY shall only pay for ~~emergency~~ medical
14 ambulance or medical van transportation to and from designated Residential alcohol and drug abuse
15 treatment programs or health facilities through the COUNTY's Medical Transportation Agreement
16 under the following conditions:

17 1) Ambulance transportation shall be used for services requiring immediate attention
18 for a Participant due to any sudden or serious illness or injury requiring immediate medical attention,
19 where delay in ~~accordance with COUNTY'S Medical Transportation Contract~~ providing such services
20 may aggravate the medical condition or cause the loss of life.

21 2) When any Participant needs non-emergency transportation as identified in
22 Subparagraph 5.b. — ~~Other~~ below, and CONTRACTOR cannot transport Participant due to unforeseen
23 circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a
24 timely manner or Participant's physical condition and/or limitations.

25 3) CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation Call
26 Log to request transportation services from Ambulance Providers designated for transportation within
27 the city of the CONTRACTOR's facility for each said month as identified on the log.

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

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

34 b. Non-Emergency Transportation – CONTRACTOR shall transport Participant, either in
35 CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or
36 important to the Participant's recovery plan including, but not limited to, Social Security Administration
37 offices for ~~SSI (Supplemental Security Income)~~ benefits and for non-emergency medical or mental

1 health services, that require treatment at a physician office, urgent care, or emergency room when an
 2 ambulance provider is not necessary or required for transportation based on the level of severity and/or
 3 services required by the Participant.

4 ~~E. ADMISSIONS FOR RESIDENTIAL SERVICES~~

5 ~~1. CONTRACTOR shall accept any person who is physically and mentally able to comply~~
 6 ~~with the program's rules and regulations. Said persons shall include persons living with HIV disease, as~~
 7 ~~well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual~~
 8 ~~diagnosis. Dually diagnosed persons and others who require prescribed medication shall not be~~
 9 ~~precluded from acceptance or admission solely based on their licit use of prescribed medications.~~
 10 ~~Alcohol and Drug Abuse Services PSN case manager or designated staff will conduct an assessment~~
 11 ~~utilizing the Client Admissions Form (CAF) and fax this referral to CONTRACTOR. CONTRACTOR~~
 12 ~~shall enter admission data on the CAF and fax it back to Alcohol Drug Abuse Services PSN Case~~
 13 ~~Manager upon admission of the parolee into program.~~

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

18 ~~a. CONTRACTOR shall only admit a parolee referred by ADMINISTRATOR upon~~
 19 ~~receiving a referral from ADAS Program designated staff.~~

20 ~~b. CONTRACTOR shall grant priority in admissions to persons referred by~~
 21 ~~ADMINISTRATOR.~~

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

25 F. PERFORMANCE OUTCOMES

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

31 2. ADAS Performance Outcome Objectives ~~for each Period:~~

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

35 1) Retention rates shall be calculated by number of ~~participants~~ Participants currently
 36 enrolled in or successfully completing in the treatment program divided by the total number of
 37 ~~participants~~ Participants served during the evaluation period.

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

4 b. Objective 2: CONTRACTOR shall ~~obtain from~~ have the Participant complete the CESI
 5 ~~for~~ eighty percent (80%) of Participants completed CESI ~~within fourteen (14) days~~ at the time of
 6 ~~admission for residential programs and thirty (30) calendar days of admission for outpatient programs,~~
 7 ~~and the intake.~~ The CEST shall be completed at mid-point and at ~~discharge for those participants~~
 8 ~~receiving, at a minimum, forty-five calendar days of treatment. at exit~~ completion for those Participants
 9 receiving, ~~at a minimum,~~ forty-five (45) calendar days of treatment. ~~—CESI and CEST are self-~~
 10 ~~administered survey instruments designed to access clients' motivation for change, engagement in~~
 11 ~~treatment, social and peer support, and other psychological indicators of progress in recovery.~~

12 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by
 13 designated Participants ~~timely and accurately, including.~~ This would include, but not limited to, ensuring
 14 surveys contain provider number, Participant ID number, responses to all psychosocial questions,
 15 responses for other important Participant and CONTRACTOR information, and fields are filled and/or
 16 marked appropriately.

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

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

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

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

- 27 1) Reduced waiting times
- 28 2) Reduced no-shows
- 29 3) Increased admissions
- 30 4) Increased continuation in treatment

31 G. ~~CONTRACTOR'S~~ MEETINGS – CONTRACTOR'S Executive Director or designee shall
 32 participate, when requested, in meetings facilitated by ADMINISTRATOR related to the provision of
 33 services pursuant to ~~this~~the Agreement.

34 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
 35 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
 36 ~~this~~the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used
 37

1 to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
2 institution, or religious belief.

3 I. OCPD GUIDELINES – CONTRACTOR shall apply for and receive approval of the ~~Orange~~
4 ~~County Probation Department (Probation)~~OCPD to provide residential treatment services.
5 CONTRACTOR shall recognize the authority of ~~Probation~~OCPD as officers of the court, and shall
6 extend cooperation to ~~Probation~~OCPD within the constraints of ~~CONTRACTOR'S~~CONTRACTOR's
7 program of Alcohol and Drug Abuse Residential Treatment Services.

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

11 K. 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 the facility is "smoke free" with designated smoking areas outside the facility.

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

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

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

29 O. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of ~~RSA~~
30 Tokens for appropriate individual staff to access ~~the HCA-IRIS~~ at no cost to the CONTRACTOR. ~~An~~
31 ~~RSA Token is the security device which allows an individual user to access the HCA computer based~~
32 ~~IRIS.~~

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

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

37 //

3. CONTRACTOR shall indicate in the monthly staffing report, the serial numbers of the ~~RSA~~ Token for each staff member assigned ~~an RSA~~ Token.

4. CONTRACTOR shall return to ADMINSTRATOR all ~~RSA~~ Tokens under the following conditions:

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

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

6. CONTRACTOR ~~recognizes that RSA Tokens currently cost approximately \$238 each.~~ Contractor shall reimburse the COUNTY for ~~RSA~~ Tokens lost, stolen, or damaged through acts of negligence.

VII. STAFFING

~~A. All staff shall pass an Orange County Criminal Justice background check by the Orange County Probation Department on an annual basis. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff who can provide services to the diverse population served under this Agreement. CONTRACTOR shall provide services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Cultural diversity includes ethnicity, age, sexual orientation, gender, and persons who are physically challenged. CONTRACTOR shall document its efforts to provide services in a culturally competent manner. Documentation may include, but not be limited to, the following:~~

~~1. Records in personnel files attesting to efforts made in recruitment and hiring practices, and participation in COUNTY sponsored and other cultural competency training;~~

~~2. The availability of literature in multiple languages/formats as appropriate; and~~

~~3. Identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.~~

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE
ADMINISTRATIVE	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	0.12	0.12	0.12
Assistant to Executive Director	0.06	0.06	0.06
SUBTOTAL ADMINISTRATIVE FTEs	0.18	0.18	0.18
PROGRAM			
Program Director	0.12	0.12	0.12
Assistant Program Director	0.12	0.12	0.12
Program Cooks	0.24	0.24	0.24
Program/Clinical Staff	1.90	1.90	1.90
SUBTOTAL PROGRAM FTEs	2.38	2.38	2.38
TOTAL FTEs	2.56	2.56	2.56

18
19 1. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
20 staffing set forth in ~~subparagraph~~ Subparagraph VII.B.A. above provided, however, such agreement is
21 made in advance of any staffing change.

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

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

33 ~~D. CODE OF CONDUCT~~ ~~Separate from~~ C. CONTRACTOR shall include
34 bilingual/bicultural services to meet the eodeneeds of Conduct in the Compliance Paragraph of
35 this population to be served under the Agreement. Whenever possible, bilingual/bicultural staff should be
36 retained.

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

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

11 F. CONTRACTOR's Executive Director or designee shall participate, when requested, in
 12 meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to the
 13 Agreement.

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

19 H. STAFF CONDUCT – CONTRACTOR shall establish a written ~~Code of Conduct~~ Policy for
 20 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
 21 limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships;
 22 prohibition of sexual conduct with Participant; prohibition of forging or falsifying documents or drug
 23 tests; and real or perceived conflict of interest. Prior to providing any services pursuant to ~~this~~the
 24 Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set
 25 forth in the ~~code of conduct~~said Policy. A copy of the ~~Code of Conduct~~said Policy shall be ~~provided to~~
 26 ~~each Participant upon admission~~updated annually by the Board of Directors and ~~shall be~~ posted in
 27 writing in a prominent place in the treatment facility.

28 ~~E.I.~~ CONTRACTOR shall provide pre-employment screening of any staff person providing adult
 29 service pursuant to ~~this~~the Agreement. All staff shall pass an Orange County criminal justice
 30 background check conducted by ~~Probation~~OCPD on a yearly basis. Program directors, managers and
 31 other supervisory staff will be requested to voluntarily submit to a more extensive background check,
 32 including "live scan" fingerprinting. The results of the fingerprint checks will be sent directly from the
 33 Department of Justice to ~~Probation~~OCPD.

- 34 1. All staff, prior to hiring, shall meet the following requirements:
 35 a. No person shall have been convicted of a sex offense for which the person is required to
 36 register as a sex offender under California Penal Code section 290:

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

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

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

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

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

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

15 ~~FJ~~. All program staff having direct contact with Participants shall, within the first (1st) year of
16 employment, be trained in infectious disease recognition, crisis intervention ~~techniques~~, and to recognize
17 physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR
18 shall provide ongoing training in topics related to alcohol and drug use on an annual basis.

19 ~~GK~~. All staff providing services shall be licensed and/or certified in accordance with state
20 requirements and professional guidelines, as applicable.

21 ~~HL~~. Staffing levels and qualifications shall meet the requirements of the California Code of
22 Regulations, Title 9 and/or the State of California, Health and Human Services Agency's Department of
23 Alcohol and Drug Programs, Alcohol and/or Other Drug Certification Standards.

24 ~~IM~~. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
25 of ~~this~~the Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and
26 exemptions necessary for the provision of services hereunder and required by the laws or regulations of
27 the United States, the State of California, COUNTY and any other applicable governmental agencies.
28 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or
29 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,
30 waivers and exemptions. Said inability shall be cause for termination of ~~this~~the Agreement.

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