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REFERENCED CONTRACT PROVISIONS

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

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

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

Maximum Obligation: ~~\$222,764~~

Period One Maximum Obligation:	\$248,264
Period Two Maximum Obligation:	248,264
TOTAL MAXIMUM OBLIGATION:	\$496,528

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 ~~St~~Street, 6th Floor
Santa Ana, CA 92701-4637

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

CONTRACTOR's Insurance ~~Coverage's~~Coverages:

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

I. ACRONYMS ~~ALTERATION OF TERMS~~

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

A.	AIDS	Acquired Immune Deficiency Syndrome
B.	ARRA	American Recovery and Reinvestment Act
C.	ASRS	Alcohol and Drug Programs Reporting System
D.	CAP	Corrective Action Plan
E.	CCC	California Civil Code
F.	CCR	California Code of Regulations
G.	CFR	Code of Federal Regulations
H.	CHPP	COUNTY HIPAA Policies and Procedures
I.	CHS	Correctional Health Services
J.	D/MC	Drug/Medi-Cal
K.	DHCS	Department of Health Care Services
L.	DPFS	Drug Program Fiscal Systems
M.	DRS	Designated Record Set
N.	FTE	Full Time Equivalent
O.	HCA	Health Care Agency
P.	HHS	Health and Human Services
Q.	HIPAA	Health Insurance Portability and Accountability Act
R.	HIV	Human Immunodeficiency Virus
S.	HSC	California Health and Safety Code
Y.	IRIS	Integrated Records and Information System
U.	MHP	Mental Health Plan
V.	OCJS	Orange County Jail System
W.	OCPD	Orange County Probation Department
X.	OCR	Office for Civil Rights
Y.	OCSD	Orange County Sheriff's Department
Z.	OIG	Office of Inspector General
AA.	OMB	Office of Management and Budget
AB.	OPM	Federal Office of Personnel Management
AC.	PADSS	Payment Application Data Security Standard
AD.	PC	State of California Penal Code
AE.	PCI DSS	Payment Card Industry Data Security Standard
AF.	PHI	Protected Health Information
AG.	PII	Personally Identifiable Information
AH.	PRA	Public Record Act

1	AI.	SSI	Supplemental Security Income
2	AJ.	TB	Tuberculosis
3	AK.	USC	United States Code
4	AL.	WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE COMPLIANCE

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

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

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

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

CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 ~~1~~ 1. CONTRACTOR shall use its best efforts to encourage completion by Covered
 26 Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1)
 27 designated representative to complete all Compliance Trainings when offered.

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

30 ~~23~~ 3. Such training will be made available to each Covered Individual annually.

31 ~~34~~ 4. Each Covered Individual attending training shall certify, in writing, attendance at
 32 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
 33 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37

1 **V. ~~CONFIDENTIALITY~~CONFIDENTIALITY**

2 [rg3] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
3 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
4 regulations, including 42 ~~United States Code~~USC 290dd-2 (Confidentiality of Records), as they now
5 exist or may hereafter be amended or changed.

6 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
7 Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for
8 authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding
9 specific clients with COUNTY or other providers of related services contracting with COUNTY.

10 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
11 consents for the release of information from all persons served by CONTRACTOR pursuant to this
12 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with ~~California Civil~~
13 ~~Code~~CCC, Division 1, Part 2.6 relating to confidentiality of medical information.

14 3. In the event of a collaborative service agreement between HIV services providers,
15 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
16 from the collaborative agency, for clients receiving services through the collaborative agreement.

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

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

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

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

36 //

37 //

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

5 VI. ~~COST REPORT~~ **COST REPORT**

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

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

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

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

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

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

35 B. The Cost Report prepared for each period shall be the final financial and statistical report
 36 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
 37 CONTRACTOR. for that period. CONTRACTOR shall document that costs are reasonable and

1 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report
2 shall be the final financial record for subsequent audits, if any.

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

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

[rg5] A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

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

C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~C.~~ For CONTRACTORS which are for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,

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

5 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 **IX. EQUIPMENT**

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

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

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
 36 the cost of ~~specified items of~~ the approved Equipment purchased by CONTRACTOR. To "expense," in
 37 relation to Equipment, means to charge the ~~full~~ proportionate cost of Equipment in the fiscal year in

1 which it is purchased. Title of expensed Equipment shall be vested with COUNTY ~~and the Equipment~~
 2 ~~shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.~~

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

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

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

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

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

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

24 X. FACILITIES, PAYMENTS AND SERVICES

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

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

35 //

36 //

37 //

XI. INDEMNIFICATION AND INSURANCE

1
2 [rg9] A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
5 (~~“(COUNTY INDEMNITEES”)~~) harmless from any claims, demands or liability of any kind or nature,
6 including but not limited to personal injury or property damage, arising from or related to the services,
7 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
10 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
11 a jury apportionment.

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

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

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

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

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

10 | C. AUDIT RESPONSE

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

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

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

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

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

34 | //

35 | //

36 | //

37 | //

XIII. ~~LICENSES AND LAWS~~ LICENSES AND LAWS

1 | [SC11] A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the
 2 | term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and
 3 | exemptions necessary for the provision of services hereunder and required by the laws and regulations of
 4 | the United States, the State of California, COUNTY, and any other applicable governmental agencies.
 5 | CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or
 6 | maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,
 7 | waivers and exemptions. Said inability shall be cause for termination of this Agreement.
 8 |

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

- 12 | 1. Federal Single Audit Act of 1984 (31 ~~U.S.C.A.~~ USC. 7501.70).
- 13 | 2. ~~Health Insurance Portability and Accountability Act (HIPAA)~~ Privacy Rule, as it may exist
 14 | now, or be hereafter amended, and if applicable.
- 15 | 3. ~~The American Recovery & Reinvestment Act (ARRA) of 2009.~~
- 16 | ~~42 USC. 12101 et seq., the~~ ~~4. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101~~
 17 | ~~et seq.);~~
- 18 | 4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.
- 19 | 5. 45 CFR Part 76, Drug Free Work Place.
- 20 | 6. CCR, Title 22.
- 21 | 7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
 22 | Statement.
- 23 | 8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.
- 24 | 9. ARRA of 2009.
- 25 | 10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
 26 | Treatment Extension Act of 2009.
- 27 | 11. 42 USC. 12901 et seq., AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.);
 28 | 612. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for
 29 | Persons with AIDS.
- 30 | ~~7.~~ 13. 24 CFR Parts 42 and 570.606.
- 31 | 814. 25 CFR Part 85, Common Rule to the Community Development Block Grant
 32 | Entitlement Program.
- 33 | ~~9. State of California Welfare and Institutions Code Section~~ 15. Flood Disaster
 34 | Protection Act of 1973 (P.L. 93-234).
- 35 | 16 Americans Standard Specifications for Making Buildings and Facilities Accessible to, and
 36 | Usable by, the Physically Handicapped, Number ~~15600, et seq., Abuse of the Elderly and Dependent~~
 37 | ~~Adults.~~

~~10. 45 CFR Part 76, Drug Free Work Place.~~

~~11. California Code of Regulations, Title 22.~~

~~12. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.~~

~~13. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122 and A-133.~~

~~14. A-117.1-R 1971.~~

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

~~15~~ 18. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.

~~16~~ 19. State of California, Department of Alcohol and Drug Programs, ~~Drug Program Fiscal Systems Manual (DPFS Manual).~~

~~17~~ 20. State of California, Department of Social Services, Community Care Licensing Division requirements for Group Homes.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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XIV. LITERATURE AND ADVERTISEMENTS

1
2 [SC12] A. Any written information or literature, including educational ~~and~~ or promotional materials,
3 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
4 to this Agreement ~~shall indicate that CONTRACTOR's services are supported~~ must be approved in
5 advance and in writing by ~~federal, state and county funds, as appropriate.~~ ADMINISTRATOR before
6 distribution. For the purposes of this Agreement, distribution of ~~such literature shall include~~ written
7 materials ~~as well as~~ shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or
8 magazine ads, and electronic media such as the Internet. Such information shall not imply endorsement
9 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

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

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

XV. MAXIMUM OBLIGATION

17
18 A. The Total Maximum ~~Obligation~~ Obligations of COUNTY for services provided in accordance
19 with this Agreement ~~is~~ and the separate Maximum Obligations for Period One and Period Two are as
20 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
21 Subparagraph B. below.

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

26 ~~XVI.~~ ~~B. ADMINISTRATOR may increase the Maximum Obligation by an amount not to exceed ten~~
27 ~~percent (10%), or decrease the Maximum Obligation in accordance with the Budget paragraph of~~
28 ~~Exhibit A to this Agreement.~~

~~XV.~~ NONDISCRIMINATION

30
31 [RL15] A. EMPLOYMENT

32 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
33 discriminate against any employee or applicant for employment because of his/her ethnic group
34 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),
35 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant
36 that the evaluation and treatment of employees and applicants for employment are free from
37 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment

1 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
 2 including apprenticeship. There shall be posted in conspicuous places, available to employees and
 3 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
 4 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

14 B. SERVICES, BENEFITS, AND FACILITIES ~~—~~ — CONTRACTOR shall not discriminate in the
 15 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 16 ethnic group identification, race, religion, ancestry, creed, color, ~~creed~~, sex, marital status, national
 17 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in
 18 accordance with Title ~~IX of the Education Amendments of 1972; Title~~ VI of the Civil Rights Act of
 19 1964 (42 U.S.C.A. USC §2000d); ~~the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,~~
 20 ~~Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,~~ and all other
 21 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 22 regulations, as all may now exist or be hereafter amended or changed.

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

- 25 a. Denying a client or potential client any service, benefit, or accommodation.
- 26 b. Providing any service or benefit to a client which is different or is provided in a
 27 different manner or at a different time from that provided to other clients.
- 28 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 29 by others receiving any service or benefit.
- 30 d. Treating a client differently from others in satisfying any admission requirement or
 31 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 32 any service or benefit.

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

34 2. Complaint Process ~~—~~ — CONTRACTOR shall establish procedures for advising all clients
 35 through a written statement that CONTRACTOR's clients may file all complaints alleging
 36 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S.

1 Department of Health and Human Services' ~~Office for Civil Rights~~.OCR. CONTRACTOR's statement
2 shall advise clients of the following:

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

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

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

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

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

22 **XVII. ~~NOTICES~~NOTICES**

23 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
24 authorized or required by this Agreement shall be effective:
25

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

29 2. When faxed, transmission confirmed;

30 3. When sent by Email; or

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

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

37 //

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

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

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

10 **XVIII. NOTIFICATION OF DEATH**

11 [RL17] A. NON-TERMINAL ILLNESS DEATH

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

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

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

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

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

27 B. TERMINAL ILLNESS DEATH

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

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

1 ~~XVIII.~~

2 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

3 [RL18] A. **NON-TERMINAL ILLNESS DEATH**

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

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

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

15 B. **TERMINAL ILLNESS DEATH**

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

22 2. If there are any questions regarding the cause of death of any person served hereunder who
23 was diagnosed with a terminal illness, ~~or meeting. The notification must include the date, time,~~
24 ~~duration, location and purpose of public event or meeting. Any promotional materials or event~~ if there
25 are any unusual circumstances related ~~flyers must be approved by ADMINISTRATOR prior to~~
26 ~~distribution~~ to the death,

27 //

28 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with Subparagraph A.
29 above.

30 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

31 ~~**XIX. RECORDS MANAGEMENT AND MAINTENANCE**~~

32
33
34 [SC19] A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the
35 term of this Agreement, prepare, maintain and manage records appropriate to the services provided and
36 in accordance with this Agreement and all applicable requirements, which include, but are not limited
37 to:

1 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
2 75055(a), 75343(a), and 77143(a).

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

1 services, but it shall not exceed the actual cost of services provided. No person shall be denied services
2 because of an inability to pay.

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

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

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

14 **XXII. SEVERABILITY**

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

21 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

31 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
32 unless no non-profit is able and willing to provide such services.

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

37 7. Supplanting current funding for existing services.

- 1 8. Fundraising.
- 2 9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately
- 3 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or
- 4 license and registration fees; payment of local or state personal property taxes (for residential property,
- 5 private automobiles, or any other personal property against which taxes may levied). This restriction
- 6 does not apply to vehicles operated by organizations for program purposes.
- 7 10. To meet professional licensure or program licensure requirements.
- 8 11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 9 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 10 12. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 11 subcontractors, or members of the Board of Directors or its designee or authorized agent, or making
- 12 salary advances or giving bonuses to CONTRACTOR's staff.
- 13 13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
- 14 services.
- 15 14. Paying an individual salary or compensation for services at a rate in excess of the current
- 16 Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management~~
- 17 ~~(OPM)~~. The OPM Executive Salary Schedule may be found at ~~www.opm.gov~~.www.opm.gov.
- 18 15. Severance pay for separating employees.
- 19 16. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 20 codes and obtaining all necessary building permits for any associated construction.

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 clients.
- 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 client 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 //

34 C. To the greatest extent practicable, all equipment and products purchased with funds made

35 available through this Agreement should be American-made.

36 //

37 //

XXIV. STATUS OF CONTRACTOR

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

XXV. TERM

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

XXVI. TERMINATION

[SC25] A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

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

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

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

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

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

7 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

35 7. To the extent services are terminated, cancel outstanding commitments covering the
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
2 arising out of such cancellation of commitment which shall be subject to written approval of
3 ADMINISTRATOR.

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

7
8 **XXVII. THIRD PARTY BENEFICIARY**

9 [RL26] Neither party hereto intends that this Agreement shall create rights hereunder in third parties
10 including, but not limited to, any subcontractors or any clients provided services hereunder.

11
12 **XXVIII. WAIVER OF DEFAULT OR BREACH**

13 [RL27] Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
14 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
15 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
16 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
17 Agreement.

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

3
4 STRAIGHT TALK CLINIC, INC.

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
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17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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
29 _____ DATED: _____

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

33 HEALTH CARE AGENCY

34
35 APPROVED AS TO FORM
36 OFFICE OF THE COUNTY COUNSEL
37 ORANGE COUNTY, CALIFORNIA

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BY: _____ DATED: _____
DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 HIV RESIDENTIAL ~~ALCOHOL AND DRUG ABUSE TREATMENT~~ SUBSTANCE USE DISORDER
 4 SERVICES WITH
 5 STRAIGHT TALK CLINIC, INC.
 6 JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2012

7
8 **I. ASSURANCES**

9 In accordance with funding requirements under Title XXVI of the Public Health Services Act as
10 amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Ryan White Act),
11 CONTRACTOR assures that it will:

12 A. Provide, to the maximum extent practicable, ~~Human Immunodeficiency Virus (HIV)~~ HIV-
13 related health care and support services without regard to the ability of the individual to pay for such
14 services and without regard to the current or past health condition of the individual with HIV disease.

15 B. Provide services in a setting that is accessible to low-income and racial/ethnic minority
16 individuals with HIV disease and their families. Services shall include cultural and language
17 competency to meet the special needs of CONTRACTOR's participants.

18 C. Permit and cooperate with any official federal or state investigations undertaken regarding
19 programs conducted under the Ryan White Act.

20 D. Assure that contract funds are used as payor of last resort. Contractor shall not use contract
21 funds to make payments for any item or service to the extent that payment for that item or service has
22 already been made, or can reasonably expect to be made:

- 23 1. Under any State compensation program, under an insurance policy, or under any federal or
- 24 state health benefits program; or
- 25 2. By an entity that provides health services on a prepaid basis; or
- 26 3. By third party reimbursement.

27 E. Comply with the funding requirements regarding charges for services:

28 1. In the case of individuals with an income less than or equal to one hundred percent (100%)
29 of the official federal poverty line, CONTRACTOR will not impose charges on any such individual for
30 the provision of services under ~~this~~ the Agreement.

31 2. In the case of individuals with an income greater than one hundred percent (100%) of the
32 official federal poverty line, CONTRACTOR shall:

- 33 a. Impose charges on such individuals for the provision of such services.
- 34 b. Impose charges according to a schedule of charges that is made available to the public.

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1 FG. Graduation date means the date the Participant is officially discharged from residential
2 treatment (recovery) in accordance with the definition of graduation.

3 ~~—G~~ H. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR
4 staff in which specific information about the Participant is gathered including the ability to pay and
5 standard admission forms pursuant to the Agreement and the Ryan White HIV/AIDS Treatment
6 Modernization Act of 2006.

7 I. Integrated Records and Information System (IRIS) means a collection of applications and
8 databases that serve the needs of programs within the ~~County of Orange Health Care Agency~~ HCA and
9 includes functionality such as registration and scheduling, laboratory information system, ~~billing~~ invoice
10 and reporting capabilities, compliance with regulatory requirements, electronic medical records and
11 other relevant applications.

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

16 ~~—I~~ K. NIATx is a model for improving business process.

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

20 M. Program Protocol means CONTRACTOR's written program description, goals and objectives,
21 and policies established by CONTRACTOR for the residential treatment program as provided pursuant
22 to ~~this~~ the Agreement.

23 ~~—K~~ O. Self-help Meeting means a non-professional, peer participatory meeting formed by people
24 with a common problem or situation offering mutual support to each other towards a goal of healing or
25 recovery.

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

31 LP. Structured activities means activities including therapeutic and non-therapeutic activities
32 designed to meet treatment goals.

33 1. Therapeutic activity means activities such as individual counseling, groups, and self-help
34 groups, but excludes chores and recreational activities. These activities shall incorporate best practices
35 and evidence-based approaches.

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

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

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

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1 approval of any Budget/Staffing Modification Request—(s) from ADMINISTRATOR prior to
 2 implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from
 3 ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in
 4 disallowance of those costs.

5 1. CONTRACTOR's administrative costs cannot exceed ten percent (10%) of total costs for
 6 each service.

7 2. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the
 8 percent of expected contracted costs at that point in the contract period. If CONTRACTOR's actual
 9 costs deviate ten percent (10%), either above or below the target, ADMINISTRATOR may request a
 10 written justification and a CAP or request for budget revision.

11 3. In the event CONTRACTOR's costs are ten percent (10%) or more below the percent of
 12 expected contacted costs; and CONTRACTOR fails to submit a plan within the time period specified by
 13 ADMINISTRATOR. ADMINISTRATOR may reduce the Maximum Obligation for the Period as set
 14 forth in the Referenced Contract Provisions of the Agreement. ADMINISTRATOR shall notify
 15 CONTRACTOR in writing of such reduction.

16 D. CFDA INFORMATION

17 1. The ~~D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION~~
 18 ~~1. This~~ Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and
 19 associated information for federal funds paid through ~~this~~ the Agreement are specified below:

20
 21 CFDA Year: 2012~~2009~~

22 CFDA No.: 93.914

23 Program Title: HIV Emergency Relief Project Grants (B)

24 Federal Agency: Department of Health and Human Services

25 Award Name: HIV Emergency Relief Project Grants (B) (Ryan White Part A)

26
 27 CFDA Year: 2012

28 CFDA #/ No.: 14.241

29 Program Title: Housing Opportunities for Persons with AIDS

30 Federal Agency: Department of Housing and Urban Development

31 Award Name: Cooperative Agreement between County of Orange and City of Santa Ana

32
 33 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
 34 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
 35 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

IV. PAYMENTS

1
2 A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR for the actual costs of
3 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 corrective action plan(s)~~
6 ~~(CAP)~~ by CONTRACTOR. If CAPs are not completed within timeframes as determined by
7 ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is
8 ineligible to provide services due to non-compliance with licensure and/or certification standards of the
9 State, County or ~~Probation~~ OCPD, ADMINISTRATOR may elect to reduce ~~COUNTY's~~ County's
10 maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide
11 services.

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

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

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

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

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

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

34 H. In conjunction with ~~Payments Paragraph~~ Subparagraph IV.A., above, CONTRACTOR shall not
35 ~~enter~~ units of service ~~shall not be entered in~~ into the ~~COUNTY~~ County IRIS system for services not
36 rendered. If such information has been entered, CONTRACTOR shall make corrections ~~will be made~~
37 within ten (10) ~~business~~ businesses days from notification ~~of~~ by ADMINISTRATOR.

V. RECORDS

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

- 6 1. ADMINISTRATOR's Treatment Authorization Form for residential treatment services.
- 7 2. Documentation of HIV disease diagnosis
- 8 3. Description of Participant's residential situation prior to admission to the facility
- 9 4. Substance ~~abuse~~use history
- 10 5. Case Manager's name and telephone number
- 11 6. ~~Tuberculosis~~TB clearance
- 12 7. Written agreements, signed by the Participant, describing terms and conditions of
13 HIV Residential ~~Drug~~Substance Use Disorder Treatment Program participation.
- 14 8. Dates of admittance and discharge
- 15 9. Emergency notification information
- 16 10. Record of any funds collected from, or on behalf of, the Participant
- 17 11. An admission record shall include documentation that residential services are appropriate
18 for the Participant. Such documentation, made within seven (7) calendar days of admission, and shall
19 include a comprehensive psychosocial assessment.
- 20 12. Treatment plans shall be documented in the Participant's record within fourteen (14)
21 calendar days from the date of admission.

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

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

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

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

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VI. REPORTS

A. MONTHLY PROGRAMMATIC

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

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

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, ~~on in~~ conjunction with the ~~billing invoice~~ described in the ~~Payments paragraph~~ ~~in Subparagraph IV.B. of this Exhibit A-~~ to the Agreement. These monthly expenditure/revenue reports should be received by ADMINISTRATOR no later than fifteen (15) calendar days of the month following the report month.

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

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

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

E. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.

1 ADMINISTRATOR shall be specific as to the nature of information requested the time frame the
2 information is needed.

4 VII. SERVICES

5 A. FACILITY ~~---~~ CONTRACTOR shall operate licensed and certified ~~alcohol and drug~~
6 ~~abuse~~ substance use disorder residential programs to include services in accordance with the standards
7 established by the County and the State ~~Department of Alcohol and Drug~~ Programs within the
8 specifications stated below, unless otherwise authorized by the Administrator. CONTRACTOR shall
9 provide ~~Alcohol and Drug Abuse~~ Residential Substance Use Disorder Treatment Services within a
10 licensed and certified twelve (12) bed facility. Such a facility shall be located at
11 1225-1227 West 6th Street, Santa Ana, California, or at any other location approved, in writing, by
12 ADMINISTRATOR. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR
13 shall maintain service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year.

14 B. PERSONS TO BE SERVED ~~---~~ CONTRACTOR shall serve adults, ages eighteen (18) years
15 and older who have a ~~diagnosis of~~ substance use disorder, are and living with HIV disease, and
16 ~~demonstrate a need for an alcohol~~ who are physically and drug abuse mentally able to comply with the
17 program's rules and regulations.

18 C. DESIGNATED BEDS - CONTRACTOR shall assign designated residential ~~treatment~~
19 ~~setting~~ recovery bed(s) to a Participant who has successfully completed medical detoxification (i.e.
20 alcohol, benzodiazepines, etc.) at a county-contracted facility. CONTRACTOR shall only accept
21 designated bed placements made by County Gatekeeper. Medical detoxification Participants will be
22 given priority for these beds. Participants who have received social model detoxification services at a
23 county-contracted facility may also be considered. In the eventuality no qualified medical or social
24 model detoxification Participants are available for immediate placement, CONTRACTOR shall accept
25 an alternate Participant approved by County Gatekeeper. CONTRACTOR shall reserve one (1)
26 designated bed at the facility. Designated bed Participants will receive the same "Residential Recovery"
27 services as set forth under the Services Paragraph of this Exhibit A to the Agreement.

28 ~~C.D.~~ ADMISSIONS FOR RESIDENTIAL SERVICES

29 1. CONTRACTOR shall accept only persons who are living with HIV disease and physically
30 and mentally able to comply with the program's rules and regulations. Said persons shall include
31 persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual diagnosis.
32 Dually diagnosed persons and others who require prescribed medication shall not be precluded from
33 acceptance or admission solely based on their licit use of prescribed medications.

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

37 //

1 3. CONTRACTOR shall establish and make available to the public, a written admission
2 policy. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county
3 regulations.

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

6 5. CONTRACTOR shall admit all persons referred by the COUNTY during approved
7 admitting hours.

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

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

13 8. All persons must be certified in writing by a physician, or other duly authorized health care
14 professional, as being free from infectious tuberculosis as defined in the Guidelines for ~~Tuberculosis~~ TB
15 Surveillance in Residential AIDS Shelters, issued by the Department of Health Services, Office of
16 AIDS.

17 9. Participants shall not remain more than six (6) months in the residential treatment
18 component without prior written approval of COUNTY.

19 10. CONTRACTOR's staff shall communicate and coordinate with COUNTY's program staff
20 any action which impacts a Participant's continued eligibility to program services and which might
21 otherwise result in discharge from the program.

22 11. All persons who are not immediately admitted into residential treatment shall be referred
23 back to the ~~Orange County Health Care Agency~~ HCA outpatient or methadone programs, or another
24 appropriate provider.

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

27 ~~D~~ E. WAITING LIST - CONTRACTOR shall maintain a waiting list which satisfies the
28 following requirements:

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

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

34 3. Individuals on the waiting list will be encouraged to enroll in a County-operated outpatient
35 treatment facility or contracted Methadone facility or other provider, for substance ~~abuse~~ use disorder
36 counseling.

37 //

1 4. There are criteria defining when an individual's name is to be removed from the waiting list
2 because of a loss of eligibility for admission or a failure to keep in contact with the program.

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

12 G. UNITS OF SERVICE

13 1. CONTRACTOR shall provide 1,722~~872~~ HIV Residential ~~Alcohol and Drug~~
14 ~~Abuse~~Substance Use Disorder Treatment units of service.

15 2. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
16 Units of Service as set forth in ~~subparagraph VII.E.1.~~Subparagraph 1. above.

17 FH. RESIDENTIAL RECOVERY SERVICES - CONTRACTOR shall provide a six (6) bed HIV
18 residential ~~alcohol and drug abuse~~substance use disorder treatment program in a facility with a total
19 licensed occupancy capacity of twelve (12) beds to adult male and female Participants in accordance
20 with the standards established by the COUNTY ~~and,~~ the State ~~Department of Alcohol and Drug~~
21 Programs, and within the specifications stated herein, unless otherwise authorized by
22 ADMINISTRATOR. CONTRACTOR shall provide a program no less than thirty (30) calendar days
23 and no more than one hundred eighty (180) calendar days unless approved in writing by
24 ADMINISTRATOR. Length of program for each Participant shall be determined by
25 ADMINISTRATOR. Residential Recovery Services shall consist of the following:

26 1. Co-Occurring Disorders – CONTRACTOR shall provide rehabilitative and recovery
27 services to Participants with co-occurring disorders and ensure that such services address the
28 relationship between the two diagnoses throughout treatment. Persons having a concurrent diagnosis of
29 mental illness will be served in accordance with Federal Substance Abuse Prevention and Treatment
30 Block Grant Program requirements and COUNTY guidelines.

31 2. Screening – Prior to admission, CONTRACTOR shall conduct an ASAM on each
32 individual and fax the results of the ASAM to ADMINISTRATOR. Upon review of the ASAM,
33 ADMINISTRATOR will approve the individual's program length and appropriate placement by faxing
34 the treatment authorization to the CONTRACTOR. CONTRACTOR shall not admit any individual into
35 program without approval by ADMINISTRATOR. Upon participant's admission, CONTRACTOR
36 shall fax a completed treatment authorization on a form approved by ADMINISTRATOR containing
37 date of admission and CONTRACTOR signature to ADMINISTRATOR within one (1) business day.

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

- 4 a. Overview of Program structure and schedules
- 5 b. Program rules and regulations
- 6 c. Policies regarding participant fees
- 7 d. Participant rights
- 8 e. Assignment of a counselor
- 9 f. Staff Code of Conduct
- 10 g. Continuing Care Services

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

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

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

- 32 a. Individual Counseling – shall provide individual counseling to Participants.
 33 ~~Counseling shall be culturally appropriate to Participants' needs.~~
- 34 b. Group Counseling – shall provide counseling within a group setting to Participants.
 35 Group interventions and activities may include, but are not limited to, process groups, seminars and
 36 educational groups, house and community group meetings, self-help meetings and practical life and
 37 social skills.

1 7. Structured Non-Therapeutic Activities – CONTRACTOR shall provide a minimum of six
 2 (6) hours of non-structured therapeutic activity per week that includes work, school, and volunteer hours
 3 outside the facility, chores, and recreational activities. Recreational activity and socialization services
 4 for participants may include, but not be limited to:

- 5 a. Teach the concepts of rules, teamwork and sportsmanship.
- 6 b. Provide guidance on use of recreational or leisure time.

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

15 9. Treatment Phases – CONTRACTOR's program shall consist of progressive treatment
 16 phases which shall be defined in CONTRACTOR's Program Protocol, approved by the
 17 ADMINISTRATOR, and include measurement of Participant's progress in order to advance to
 18 subsequent phases. For ninety (90) calendar day or longer treatment programs, each Participant shall be
 19 restricted to the premises of the facilities listed within ~~this~~the Agreement for the first thirty (30) calendar
 20 days of the program at a minimum. Exceptions shall be allowed for medical and psychiatric services,
 21 ~~described in subparagraph VII.D.11. of this Exhibit A to the Agreement,~~ or other staff approved
 22 activities under CONTRACTOR supervision. Treatment Phases shall include:

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

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

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

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

36 10. Transition/Exit Planning – Contractor shall ~~begin discharge planning immediately after~~
 37 ~~enrollment. CONTRACTOR shall develop a formal~~an exit plan with the participant no later than

1 fourteen (14) calendar days prior to participant's successful completion of the program. The
 2 transition/exit plan shall be completed and signed by CONTRACTOR and participant. The
 3 transition/exit plan shall include:

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

6 b. A strategy or strategies to assist the Participant in maintaining ~~an alcohol and drug~~
 7 substance use free lifestyle;

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

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

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

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

19 a. Reason for discharge

20 b. Description of treatment episodes or recovery services

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

22 d. Vocational and educational achievements

23 e. Legal status

24 f. Linkages and referrals made

25 g. Participant's comments

26 ~~h. A description of the Participant's goals and achievement towards those goals as~~
 27 ~~described in the Participant's treatment plan.~~

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

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

33 14. Other Services

34 a. Health education services which provide knowledge and skills to prevent the
 35 transmission of HIV.

36 //

37 //

1 b. Collateral ~~Services~~ Family Counseling – CONTRACTOR shall provide, as appropriate
 2 ~~and documented in the Participant file~~, individual and group sessions for Participant's family members
 3 ~~of, with~~ the Participant. ~~These services shall address~~ present, to deal with family dynamics ~~which~~, could
 4 contribute to the Participant's relapse, and potential or actual ~~abuse~~ use elsewhere in the family system.
 5 Collateral Service shall include the Participant unless determined inappropriate by the
 6 ~~counselor~~ Counselor.

7 c. Relapse Prevention – Individual and group sessions to reinforce sobriety status,
 8 regardless of Participant's position in phase structure of program or during aftercare, which shall be
 9 unlimited.

10 d. Information and Referral Services – Information referrals for Participant, regarding
 11 community resources for ~~alcohol and drug abuse~~ substance use disorder prevention ~~and~~, treatment and
 12 HIV services.

13 e. Network and Support Building – Alumni support and networking through a peer,
 14 co-facilitated graduate group, which includes social activities and events to keep alumni linked to
 15 available services.

16 15. Health, Medical, Psychiatric, and Emergency Services

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

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

22 a) CONTRACTOR shall review and approve the health questionnaire form prior
 23 to Participant's admission to the program. The completed health questionnaire shall be signed and dated
 24 by CONTRACTOR staff and Participant.

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

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

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

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

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

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

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

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

3 ~~f. CONTRACTOR shall provide tuberculosis (TB) services for programs, directly to the~~
4 ~~Participants or by referral, to the COUNTY or another appropriate provider. TB services shall be~~
5 ~~provided as outlined by the Public Health Policy and Procedure for persons living with HIV. These TB~~
6 ~~services shall consist of the following:~~

7 ~~1) Counseling with respect to TB;~~

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

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

13 16. Transportation Services

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

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

21 2) When any Participant needs non-emergency transportation as identified in
22 ~~section~~ Subparagraph 16.b. 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 emergency situation occurs and 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

35 1) CONTRACTOR shall transport Participant, either in CONTRACTOR's own, or
36 COUNTY loaned, vehicle to locations that are considered necessary and/or important to the Participant's
37 recovery plan including, but not limited to, Social Security Administration offices for ~~Supplemental~~

1 ~~Security Income (SSI)~~ benefits and for non-emergency medical or mental health services not identified
 2 in ~~section~~Subparagraph 16.a. above, that require treatment at a physician office, urgent care, or
 3 emergency room when an ambulance provider is not necessary or required for transportation based on
 4 the level of severity and/or services required by the Participant.

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

10 ~~G. ALCOHOL AND/OR DRUG~~ I. SUBSTANCE USE SCREENING

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

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

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

19 2. In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory for drug
 20 screening purposes, CONTRACTOR shall collect samples from Participant with approval of COUNTY.
 21 Such testing shall be provided at COUNTY's expense.

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

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

1 ~~I~~ PERFORMANCE OUTCOMES

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

7 2. Performance Outcome Objectives:

8 a. Objective 1: CONTRACTOR shall provide effective residential substance ~~abuse~~^{use}
9 ~~disorder~~ assessment, treatment, and counseling to adults with identified ~~alcohol and/or drug~~^{substance}
10 ~~use disorder~~ problems as measured by Retention and Completion Rates.

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

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

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

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

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

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

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

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

34 1) Reduce waiting times

35 2) Reduce no-shows

36 3) Increase admissions

37 4) Increase continuation in treatment

1 ~~JK.~~ MEETINGS – CONTRACTOR’s Executive Director or designee shall participate, when
 2 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to
 3 ~~this~~the Agreement.

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

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

16 ~~—M~~N. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,
 17 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
 18 shall specify the facility is "smoke free" and designated smoking areas are outside the facility.

19 ~~NO.~~ VISITATION POLICY – CONTRACTOR shall establish a written visitation policy, which
 20 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not limited to, the
 21 following:

- 22 1. sign in logs;
- 23 2. visitation hours; and
- 24 3. designated visiting areas at the facility.

25 ~~OP.~~ PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain a
 26 resident sign in/out log for all Participants, which shall include, but not be limited to, the following:

- 27 1. ~~participant’s~~Participant’s schedule for treatment, work, education or other activities;
- 28 2. location and telephone number where participant may be reached; and
- 29 3. requirement for all participants to notify the program of ~~an~~a change in his/her schedule.

30 ~~PQ.~~ GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighborhood Policy,
 31 which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be
 32 limited to, staff training to deal with neighbor complaints, staff contact information available to
 33 neighboring residents and complaint procedures.

34 ~~QR.~~ TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
 35 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

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

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

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

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

15 **VIII. STAFFING**

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

	<u>FTEs</u>
<u>ADMINISTRATION</u>	
Administrator	<u>0.14</u>
Financial Controller	<u>0.18</u>
<u>SUBTOTAL ADMINISTRATIVE FTEs</u>	<u>0.32</u>
<u>PROGRAM</u>	
Program Director	<u>0.59</u>
Program Coordinator	<u>0.51</u>
Administrative Assistant	<u>0.43</u>
Counselor IV	<u>1.10</u>
Counselor III	<u>1.18</u>
Counselor II	<u>1.82</u>
Floater/On Call Staff	<u>1.30</u>
<u>SUBTOTAL PROGRAM FTEs</u>	<u>6.93</u>
<u>TOTAL FTEs</u>	<u>7.25</u>

1. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in the Staffing Paragraph above.

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

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

~~B//~~

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

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

ADMINISTRATION	FTEs
— Administrator	0.24
— Financial Controller	0.18
SUBTOTAL ADMINISTRATIVE FTEs	0.42
PROGRAM	
— Program Director	0.59
— Program Coordinator	0.51
— Administrative Assistant	0.43
— Counselor IV	1.10
— Counselor III	1.18
— Counselor II	1.82
— Floater/On Call Staff	0.30
SUBTOTAL PROGRAM FTEs	5.93
TOTAL FTEs	6.35

~~1. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in subparagraph VIII.C. above.~~

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

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

E. CONTRACTOR shall obtain a criminal record ~~review, in accordance with Health and Safety Code Section 1522, for all staff specified in subparagraph VII.B. above, and interns or volunteers who replace or supplement such staff in providing direct care and supervision of the adolescent Participants.~~ CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the provision

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

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

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

- 20 1. All staff, prior to hiring, shall meet the following requirements:
 - 21 a. No person shall have been convicted of a sex offense for which the person is required to
 22 register as a sex offender under ~~California Penal Code section~~PC, Section 290;
 - 23 b. No person shall have been convicted of an arson offense – Violation of ~~Penal Code~~
 24 ~~sections~~PC, Sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;
 - 25 c. No person shall have been convicted of any violent felony as defined in ~~Penal Code~~PC,
 26 Section 667.5, which involves doing bodily harm to another person, for which the staff member was
 27 convicted within five years prior to employment;
 - 28 d. No person shall be on parole or probation;
 - 29 e. No person shall participate in the criminal activities of a criminal street gang and/or
 30 prison gang; and
 - 31 f. No person shall have prior employment history of improper conduct, including but not
 32 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
 33 inappropriate behavior with staff or residents at another treatment facility.
- 34 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR
 35 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and
 36 approved in advance by ADMINISTRATOR.

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

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

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

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