

1 AGREEMENT FOR PROVISION OF  
2 PAROLEE SERVICES NETWORK RESIDENTIAL SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 PHOENIX HOUSE ORANGE COUNTY, INC.  
7 JULY 1, ~~2012~~2009 THROUGH JUNE 30, ~~2013~~2012  
8

9 THIS AGREEMENT entered into this 1st day of July ~~2012~~2009, which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 PHOENIX HOUSE ORANGE COUNTY, INC., a California ~~non-profit~~nonprofit corporation  
12 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency  
13 (ADMINISTRATOR).  
14

15 WITNESSETH:  
16

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
18 Parolee Services Network Residential Services described herein to the residents of Orange County; and  
19 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
20 conditions hereinafter set forth:

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

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**REFERENCED CONTRACT PROVISIONS**

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

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

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

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

**Maximum Obligation:**

<del>Period One Maximum Obligation:</del>	<del>\$</del>	<del>██████████</del>	<del>\$85,410</del>
<del>Period Two Maximum Obligation:</del>			<del>85,410</del>
<del>Period Three Maximum Obligation:</del>			<del>85,410</del>
<del>TOTAL CONTRACT MAXIMUM OBLIGATION:</del>			<del>\$256,230</del>

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Actual Cost

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: Executive Director  
 Phoenix House Orange County  
 11600 Eldridge Avenue  
 Lake View Terrace, CA 91342

**CONTRACTOR's Insurance Coverages:**

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

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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

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

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

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

## 11 II. ALTERATION OF TERMS

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

## 18 III. ASSIGNMENT OF DEBTS

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

## 27 IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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



1 ~~Code of Conduct.”~~

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

6 ~~D.~~ CONTRACTOR shall screen all Covered Individuals employed or retained to provide services  
 7 related to this Agreement to ensure that they are not designated as “Ineligible Persons,”<sup>2</sup> as defined  
 8 hereunder. Screening shall be conducted against the General Services Administration's List of Parties  
 9 Excluded from Federal Programs ~~and~~ the Health and Human Services/~~Office of Inspector General~~ OIG  
 10 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 ~~REIMBURSEMENT~~ STANDARDS

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

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

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

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

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

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

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

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

32  
 33 **V. CONFIDENTIALITY**

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

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

## 10 VI. COST REPORT

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

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

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

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

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

35 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
 36 within one hundred and eighty (180) calendar days following the termination of this Agreement, and  
 37 CONTRACTOR has not entered into a subsequent or new agreement for any other services with

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

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

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

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

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

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

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

12  
13 Signed \_\_\_\_\_  
14 Name \_\_\_\_\_  
15 Title \_\_\_\_\_  
16 Date \_\_\_\_\_ "

17 #

#### 18 ~~VI. CULTURAL COMPETENCY~~

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

#### 26 VII. DELEGATION AND ASSIGNMENT

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

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

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

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

#### 16

#### 17 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### 28

#### 29 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

36 H. #

37 #



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

### 4 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

### 14 **XI. INDEMNIFICATION AND INSURANCE**

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

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

29 //

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

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

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

36 //

37 //

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

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

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

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

## 12 **XII. INSPECTIONS AND AUDITS**

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

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

### 27 C. AUDIT RESPONSE

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

34 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
35 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
36 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
37

1 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 2 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
 3 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
 4 reimbursement due COUNTY.

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

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

### 12 **XIII. LICENSES AND LAWS**

13  
 14 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
 15 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and  
 16 exemptions necessary for the provision of services hereunder and required by the laws and regulations of  
 17 the United States, the State of California, COUNTY, and any other applicable governmental agencies.  
 18 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or  
 19 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,  
 20 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

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

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

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

29 4. HSC, §§11758.40 through 11758.47.

30 5. HSC, §§11839 through 11839.22

31 6. HSC, §11864

32 7. HSC, §11876(a)

33 8. ~~California Health and Safety Code Sections~~ HSC, §§123110 through 123149.5.

34 ~~5.~~ 9. Title 2, Code of Federal Regulations (CFR), Part 230, Cost Principles for  
 35 Nonprofit Organizations.

36 10. ~~6.~~ Title 2, CFR 376, Nonprocurement, Debarment and Suspension.

37 ~~7~~11. 41 CFR, Public Contracts and Property Management.

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

1 39. 45 CFR 96.124(e)

2 40. State of California ~~Code of Regulations (CCR), Title 9,~~ Department of Social Services,  
3 Community Care Licensing Division ~~4; and Title 22~~ requirements for Group Homes.

4 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

24 **XIV. LITERATURE AND ADVERTISEMENTS**

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

34 B. CONTRACTOR shall also clearly explain through ~~written~~ these materials that there shall be no  
35 unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as  
36 specified in ~~California Health and Safety Code, Section~~ HSC, §11999.  
37



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

#### 4

#### 5 **XV. MAXIMUM OBLIGATION**

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

#### 9

#### 10 **XVI. NONDISCRIMINATION**

#### 11 **A. EMPLOYMENT**

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

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

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

33 **B. SERVICES, BENEFITS, AND FACILITIES** – CONTRACTOR shall not discriminate in the  
 34 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
 35 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 36 (40 and over), sexual preference orientation, medical condition, or physical or mental disability in  
 37 accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of

1 1964 (42 ~~U.S.C.A.~~USC §2000d); ~~the Age Discrimination Act of 1975 (42 U.S.C.A.~~USC §6101);  
 2 ~~Article 9.5, Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code;~~  
 3 and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and  
 4 all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state  
 5 law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

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

## 7 **XVII. NOTICES**

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

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

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

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

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

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

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

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

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

## 30 **XVIII. NOTIFICATION OF DEATH**

### 31 A. NON-TERMINAL ILLNESS DEATH

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

37 //



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

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

#### 6           B. TERMINAL ILLNESS DEATH

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

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

17 #

### 18           **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

### 26           **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

30           1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §75055 – Retention of records~~  
31 ~~by outpatient medical facilities.~~ §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and  
32 77143(a).

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

35           3. State of California, ~~Department of Alcohol and Drug Programs Fiscal System (DPFS)~~  
36 manual.  
37

1 4. ~~45 CFR, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule~~  
 2 ~~(Designated Record Set).~~

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

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

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

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

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

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

18 ~~D.~~ CONTRACTOR shall ~~be informed through this Agreement that~~ ensure all HIPAA has  
 19 ~~broadened~~ DRS requirements are met. HIPAA requires that Participants and/or patients be provided the  
 20 ~~definition~~ right to access or receive a copy of ~~medical~~ their DRS and/or request addendum to their records  
 21 ~~and identified this new record set as a Designated Record Set (DRS).~~

22 . Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that  
 23 is:

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

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

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

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

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

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

37 //

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

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

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

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

13 ~~H. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the~~  
14 ~~commencement of the contract, unless a longer period is required due to legal proceedings such as~~  
15 ~~litigations and/or settlement of claims.~~

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

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

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

27 ~~K.M.~~ K.M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
28 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
29 CONTRACTOR.

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

32 ~~M.O.~~ M.O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~  
33 ~~requests related to, or arising out of this Agreement~~ within ~~twenty-four (24)~~ forty-eight (48) hours.

34 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

35 //

36 //

37 //

**XXI. REVENUE**

1  
2 A. FEES – CONTRACTOR shall charge a fee to Participants to whom services are provided  
3 pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system  
4 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,  
5 but it shall not exceed the actual cost of services provided. No person shall be denied services because  
6 of an inability to pay.

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

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

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

**XXII. SEVERABILITY**

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

**XXIII. SPECIAL PROVISIONS**

25  
26  
27 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
28 purposes:

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

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

32 ~~3. 2. Satisfying any expenditure of non-federal funds as a condition for the receipt of~~  
33 federal funds (matching).

34 ~~4.~~ 3. Making cash payments to intended recipients of services through this Agreement.

35 ~~5.~~ 4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

36 ~~6.~~ 5. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
37 and reports in compliance with this requirement pursuant to Title 31, ~~Section 1352, U.S.C.A.~~ USC.

1 §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial  
2 transactions).

3 ~~76.~~ Paying an individual salary or compensation for services at a rate in excess of the ~~salary~~  
4 ~~schedule specified~~ current Level I of the Executive Salary Schedule as published by the U.S. Office of  
5 Personnel Management OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).

6 ~~7.~~ ~~8. Supplanting current funding for existing services.~~

7 ~~9.~~ Fundraising.

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

10 ~~119.~~ Making personal loans to CONTRACTOR's staff ~~or~~ volunteers, interns, consultants,  
11 subcontractors, and 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 ~~1210.~~ Reimbursement of CONTRACTOR's members of the Board of Directors for expenses  
14 or services.

15 ~~1311.~~ Producing any information that promotes responsible use, if the use is unlawful, of  
16 drugs or alcohol.

17 ~~1412.~~ Promoting the legalization of any drug or other substance included in Schedule 1 of  
18 ~~Section~~ §202 of the Controlled Substance Act (21 USC 812).

19 ~~1513.~~ Distributing or aiding in the distributing of sterile needles or syringes for the  
20 hypodermic injection of any illegal drug.

21 14. Assisting, promoting ~~16. Assist, promote, or deter~~ detering union organizing.

22 15. Severance pay for separating employees.

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

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

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

28 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
29 CONTRACTOR's Participants.

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

32 3. Making phone calls outside of the local area unless documented to be directly for the  
33 purpose of Participant care.

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

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

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

#### 6 **XXIV. STATUS OF CONTRACTOR**

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

#### 18 **XXV. TERM**

19 The term of this Agreement shall commence and terminate as specified ~~on Page 4~~ in the Referenced  
 20 Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this  
 21 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would  
 22 normally extend beyond this term, including but not limited to, obligations with respect to  
 23 confidentiality, indemnification, audits, reporting and accounting.  
 24

#### 25 **XXVI. TERMINATION**

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

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

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

- 34 1. The loss by CONTRACTOR of legal capacity.
- 35 2. Cessation of services.

36 //



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

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

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

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

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

#### 13           D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

16  
17 **XXVII. THIRD PARTY BENEFICIARY**

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

20  
21 **XXVIII. WAIVER OF DEFAULT OR BREACH**

22 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
23 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
24 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
25 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
26 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 PHOENIX HOUSE ORANGE COUNTY, INC.

5  
6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11  
12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

13  
14 TITLE: \_\_\_\_\_

15  
16  
17  
18 COUNTY OF ORANGE

19  
20  
21  
22 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

23 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

29 \_\_\_\_\_ DATED: \_\_\_\_\_

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

33 HEALTH CARE AGENCY

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

1 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.

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 PAROLEE SERVICES NETWORK RESIDENTIAL SERVICES  
 WITH  
 PHOENIX HOUSE ORANGE COUNTY, INC.  
 JULY 1, ~~2012~~<sup>2009</sup> THROUGH JUNE 30, ~~2013~~<sup>2012</sup>

**I. DEFINITIONS**

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

A. CalOMS means ~~the California Outcomes Measurement System (CalOMS) which is~~ a statewide client-based data collection and outcomes measurement system as required by the State Department of Alcohol and Drug Programs to effectively manage and improve the provision of alcohol and other drug services at the State, County, and provider levels.

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

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

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

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

~~F. Integrated Record and Information System (E. IRIS): Means~~ IRIS means a collection of applications and data bases that serve the needs of programs within ~~the County of Orange, Health Care Agency~~<sup>HCA</sup> and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant information. —

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

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

#

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

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

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

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

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

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

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

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

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

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

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**II. BUDGET**

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

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
<b>ADMINISTRATIVE COST</b>			
Salaries	\$ 0	\$ 0	\$ 0
Benefits	0	0	0
Services and Supplies	<u>15,956</u> <del>16,045</del>	<u>16,045</u>	<u>16,045</u>
Subcontractors	0	0	0
<b>SUBTOTAL ADMINISTRATIVE COST</b>	<u>\$15,956</u> <del>16,045</del>	<u>\$16,045</u>	<u>\$16,045</u>
<b>PROGRAM COST</b>			
Salaries	<u>\$32,650</u> <del>34,824</del>	<u>\$34,824</u>	<u>\$34,824</u>
Benefits	<u>10,448</u> <del>9,750</del>	<u>9,750</u>	<u>9,750</u>
Services and Supplies	<u>29,508</u> <del>26,815</del>	<u>26,815</u>	<u>26,815</u>
Subcontracts	<u>250</u> <del>299</del>	<u>299</u>	<u>299</u>
<b>SUBTOTAL PROGRAM COST</b>	<u>\$72,856</u> <del>71,688</del>	<u>\$71,688</u>	<u>\$71,688</u>
<b>GROSS COST</b>	<u>\$88,812</u> <del>87,733</del>	<u>\$87,733</u>	<u>\$87,733</u>
<b>REVENUE</b>			
Participant Fees	\$ <u>3,402</u> <del>1,314</del>	<u>\$ 1,314</u>	<u>\$ 1,314</u>
Donations	<u>0</u> <del>1,009</del>	<u>1,009</u>	<u>1,009</u>
<b>SUBTOTAL REVENUE</b>	<u>\$ 3,402</u> <del>2,323</del>	<u>\$ 2,323</u>	<u>\$ 2,323</u>
<b>NET COST</b>	\$85,410	<u>\$85,410</u>	<u>\$85,410</u>

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

**III. PAYMENTS**

A. BASIS FOR REIMBURSEMENT — COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations. Non-compliance will require the completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to

1 non-compliance with licensure and/or certification standards of the State, County, or OCPD,  
 2 ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of  
 3 time that CONTRACTOR is ineligible to provide services.

4 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual  
 5 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that  
 6 the total of such payments shall not exceed the COUNTY's Maximum Obligation. ~~CONTRACTOR's~~  
 7 billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such  
 8 information as is required by ADMINISTRATOR. ~~Billings are due by the twentieth (20<sup>th</sup>) calendar day~~  
 9 ~~of each month, and payments.~~ Payments to CONTRACTOR should be released by COUNTY no later  
 10 than twenty-one (21) calendar days after receipt of the correctly completed billing form.

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

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

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

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

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

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

#### 28 **IV. RECORDS**

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

- 34 1. ~~Parolee Services Network (PSN) Client Admission form.~~ CAF.
- 35 2. Treatment/Recovery plans, which shall be ~~completed and~~ documented on the Participant's  
 36 record within fourteen (14) calendar days ~~in the Participant's record~~ from the date of admission.
- 37 3. An admission record shall include documentation that residential services are appropriate

1 for the Participant. Such documentation, made within fourteen (14) calendar days of admission, shall  
2 include a comprehensive psychosocial assessment.

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

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

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

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

## 17 18 V. REPORTS

### 19 A. MONTHLY PROGRAMMATIC

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

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

### 30 B. FISCAL

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

37 //



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

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

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

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

## 27 VI. SERVICES

28 A. FACILITY – CONTRACTOR shall ~~provide 1207 E. Fruit Street, Santa Ana, California, or at~~  
 29 ~~any other facility approved in advance, in writing, by ADMINISTRATOR and appropriately~~ operate a  
 30 licensed and certified substance use disorder residential treatment program for the provision of  
 31 residential treatment services in accordance with the standards established by the County and the State  
 32 of California, Department of Alcohol and Drug Programs Standards, and Title 9 of the California Code  
 33 of Regulations:

34 ~~1.~~ 1. within the specifications stated below, unless authorized by the ADMINISTRATOR.  
 35 Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain  
 36 regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the  
 37



1 year at 1207 E. Fruit Street, Santa Ana, California, or at any other facility approved in advance by  
2 ADMINISTRATOR.

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

#### 5 B. PERSONS TO BE SERVED

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

9 2. CONTRACTOR shall only provide services, under ~~this~~ the Agreement, to those Participants  
10 referred by COUNTY. At its sole discretion, COUNTY shall make referrals as needed to meet the  
11 requirements of the PSN Program. All referrals for COUNTY shall be initiated by ADAS Program  
12 designated staff. CONTRACTOR shall accept all said referrals.

#### 13 C. ADMISSIONS FOR RESIDENTIAL SERVICES

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

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

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

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

#### 31 D. UNITS OF SERVICE

32 1. CONTRACTOR should provide a minimum of one thousand six hundred forty three  
33 (1,643) Units of Service ~~for each Period.~~

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

36 //

37 //

1 ~~D~~E. RESIDENTIAL SERVICES

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

6 2. RESIDENTIAL RECOVERY SERVICES – CONTRACTOR shall provide a four (4)  
7 ~~bed~~ beds Residential Recovery Services Program in a facility with a total licensed capacity of eighty-~~five~~  
8 (85) beds, in a safe supportive environment. CONTRACTOR shall provide residential treatment  
9 services for a maximum of ninety (90) days unless approved in writing by ADMINISTRATOR. Length  
10 of program for each Participant shall be determined by ADMINISTRATOR.

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

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

- 22 1) Overview of Program structure, ~~schedules,~~ and ~~rules~~ schedule
- 23 2) ~~Understanding of substance abuse~~ Program rules and ~~addiction~~ regulations
- 24 3) Policies regarding Participant fees
- 25 4) ~~A copy of the Code of Conduct~~
- 26 ~~5) Participant rights~~ Rights
- 27 ~~6) Assignment of a counselor~~
- 28 6) Staff Code of Conduct
- 29 7) Continuing Care services

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

1 progress on the treatment/recovery plan. CONTRACTOR shall review and update the treatment plan  
 2 when a change in problem identification, focus of recovery treatment occurs during treatment.

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

30                   1) Reason for discharge

31                   2) Description of treatment episodes or recovery services

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

33                   4) Vocational and educational achievements

34                   5) Legal status

35                   6) Linkages and referrals made

36                   7) Participants comments

37                   j. Food and Other Services – CONTRACTOR shall provide a clean, safe environment,

1 toiletries, clean linen, food service, storage, and supervision of medication.

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

4 l. Collateral Services – CONTRACTOR shall provide, as appropriate and documented in  
 5 the Participant file, individual and group sessions for family members of the Participant. \_\_\_\_\_

6 ~~\_\_\_\_\_e~~ These services shall address family dynamics, which could contribute to the Participant’s relapse  
 7 and potential or actual abuse in the family system. Collateral Services shall include the Participant  
 8 unless determined inappropriate by the counselor.

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

18 ~~\_\_\_\_\_d. Collateral Services – CONTRACTOR shall provide, as appropriate and documented in~~  
 19 ~~the Participant file, individual and group sessions for family members of the Participant. These services~~  
 20 ~~shall address family dynamics, which, if unchecked, could contribute to the Participant’s relapse and~~  
 21 ~~potential or actual abuse in the family system. The Participant shall be present during Collateral~~  
 22 ~~Services only when determined appropriate by the counselor and shall be documented in the Participant~~  
 23 ~~file.~~

24 ~~\_\_\_\_\_e. Case Management – CONTRACTOR shall provide case management services by~~  
 25 ~~contacting outside agencies and making referrals for services outside the scope of comprehensive~~  
 26 ~~substance abuse services as identified in the Participant’s treatment plan as necessary to the Participant’s~~  
 27 ~~recovery. Such concomitant services include academic education, vocational training, medical and~~  
 28 ~~dental treatment, pre and post counseling and testing for infectious diseases, legal assistance, job search~~  
 29 ~~assistance, financial assistance, childcare, and self help programs.~~

30 ~~\_\_\_\_\_f. Treatment/Recovery Plan – CONTRACTOR shall develop an individualized treatment~~  
 31 ~~plan, in conjunction with ADMINISTRATOR and the California Department of Corrections staff that~~  
 32 ~~specifies the minimum and/or maximum length of program services and number of visits required. A~~  
 33 ~~treatment plan shall be developed with each Participant within fourteen (14) days of admission into the~~  
 34 ~~Program which shall be based upon the Participant’s needs identified in the assessment process. Each~~  
 35 ~~treatment plan shall include identification of a minimum of three (3) problem areas, individualized long~~  
 36 ~~and short term goals for addressing the identified needs, with action steps, target dates and dates of~~  
 37 ~~resolution for each. Every fourteen (14) days, CONTRACTOR shall review and document, with the~~

~~Participant, the Participant's progress on the treatment/recovery plan. CONTRACTOR shall review and update the treatment plan when a change in problem identification, focus of recovery treatment occurs during treatment.~~

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

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

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

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

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

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

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

~~2) Group Counseling~~ CONTRACTOR shall provide counseling within a group to Participant. Groups intervention and activities may include, but are not limited to, Process Groups, Seminars and Educational Groups, House and Community Group Meetings, and/or Habilitative Group Activities. Topics for discussion shall include anger management, criminal thinking and thinking errors, sexual abuse, domestic violence, death and grief, and relapse prevention. For group activities, the ratio of clients to Substance Abuse Program counselors shall not be greater than 12:1 as evidenced on group activity rosters.

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

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



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

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

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

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

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

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

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

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

~~m. Support Services~~ CONTRACTOR shall provide housekeeping; laundry; maintenance and arrangements for emergency and non-emergency medical services, assistance to apply for financial, medical, and employment related benefits, e.g., Supplemental Security Income, Social Security, Medi-Cal, State Disability/Unemployment Benefits.

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

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

2) Document results of the drug screening in the Participant’s files; and note that,

3) Drug screening shall not be reimbursed by PSN funds.

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

4. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

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

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

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

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

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

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

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

5) The programs shall have readily available the name, address, and telephone number for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

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

a) Counseling with respect to TB;

//

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

//

//

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

#### 4 ~~45.~~ TRANSPORTATION SERVICES

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

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

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

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

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

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

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

#### 33 ~~E. ADMISSIONS FOR RESIDENTIAL SERVICES~~

34 ~~1. CONTRACTOR shall accept any person who is physically and mentally able to comply~~  
 35 ~~with the program's rules and regulations. Said persons shall include persons living with HIV disease, as~~  
 36 ~~well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual~~  
 37 ~~diagnosis. Dually diagnosed persons and others who require prescribed medication shall not be~~

~~precluded from acceptance or admission solely based on their licit use of prescribed medications. Alcohol and Drug Abuse Services PSN case manager or designated staff will conduct an assessment utilizing the Client Admissions Form (CAF) and fax this referral to CONTRACTOR. CONTRACTOR shall enter admission data on the CAF and fax it back to Alcohol Drug Abuse Services PSN Case Manager upon admission of the parolee into program.~~

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

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

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

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

#### F. PERFORMANCE OUTCOMES

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

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

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

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

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

b. Objective 2: CONTRACTOR shall ~~obtain from~~ have the Participant complete the CESI ~~for~~ eighty percent (80%) of Participants completed CESI ~~within fourteen (14) days at the time of admission for residential programs and thirty (30) calendar days of admission for outpatient programs, and the intake. The~~ CEST shall be completed at mid-point and at ~~discharge for those participants receiving, at a minimum, forty-five calendar days of treatment. at exit~~ completion for those Participants

1 receiving, at a minimum, forty-five (45) calendar days of treatment. ~~—CESI and CEST are self-~~  
 2 ~~administered survey instruments designed to access clients' motivation for change, engagement in~~  
 3 ~~treatment, social and peer support, and other psychological indicators of progress in recovery.~~

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

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

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

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

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

- 19 1) Reduced waiting times
- 20 2) Reduced no-shows
- 21 3) Increased admissions
- 22 4) Increased continuation in treatment

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

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

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

36 //

37 //

1 J. CONTACTOR shall recognize the authority of the California Department of Corrections  
2 (Parole Officer), and shall extend cooperation to Parole Officer within the constraints of  
3 CONTACTOR'S program of Alcohol and Drug Abuse Treatment Services.

4 K. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,  
5 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
6 shall specify the facility is "smoke free" with designated smoking areas outside the facility.

7 L. VISITATION POLICY – CONTRACTOR shall establish a written visitation policy, which  
8 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the  
9 following:

- 10 1. Sign in logs;
- 11 2. Visitation hours; and
- 12 3. Designated visiting areas at the facility.

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

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

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

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

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

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

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

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

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



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

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

**VII. STAFFING**

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

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

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

<u>PROGRAM</u>	<u>FTEs</u>	<u>PERIOD</u>
<u>Director of Adult Services</u> <del>ADMINISTRATIVE</del>	<u>0.02</u>	<u>ONE</u>
<u>Program Director</u> <del>of Adult Services</del>	<u>0.02</u>	<u>04</u>
<u>Director Deputy Clinical</u> <del>Senior Program</del>	<u>0.04</u>	<u>0.04</u>
<u>Senior Admission Coordinator</u> <del>Deputy Director</del>	<u>0.06</u>	<u>04</u>
<u>Senior Program Administrator</u> <del>Admission Coordinator</del>	<u>0.06</u>	<u>0.06</u>
<u>Admission Counselor</u> <del>Sr. Program Administrator</del>	<u>0.06</u>	<u>04</u>
<u>Project Administrator</u> <del>Senior Counselor</del>	<u>0.03</u>	<u>04</u>
<u>Senior Counselor</u> <del>Food Service</del>	<u>0.04</u>	<u>0.04</u>
<u>Manager</u>		
<u>Counselor Overnight</u> <del>Facility Maintenance Supervisor</del>	<u>0.03</u>	<u>08</u>
<u>Counselor</u> <del>Counselors</del>	<u>0.72</u>	<u>02</u>
<u>Counselor</u> <del>Nurse</del>		<u>0.06</u>

1	<u>Counselor</u> — <del>Program Staff</del>	0.16	09
2	<u>Therapist</u>	0.02	
3	<u>Food Service Manager</u> <del>TOTAL FTEs</del>	0.02	1.21
4	<u>Cook</u>		
5	<u>Facility Maintenance Supervisor</u>		
6	<u>Driver</u>		
7	<u>Medical Services Nurse</u>		
8	<u>TOTAL FTEs</u>		

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

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

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

24 ~~— D. CODE OF CONDUCT — Separate from~~ C. CONTRACTOR shall include  
 25 bilingual/bicultural services to meet the ~~code~~ needs of ~~Conduct in the Compliance Paragraph of~~  
 26 this population to be served under the Agreement. ~~Whenever possible, bilingual/bicultural staff should be~~  
 27 retained.

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

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

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

4 G. 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 the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to  
 7 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,  
 8 or religious belief.

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

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

- 24 1. All staff, prior to hiring, shall meet the following requirements:
- 25 a. No person shall have been convicted of a sex offense for which the person is required to  
 26 register as a sex offender under California Penal Code section 290:
- 27 b. No person shall have been convicted of an arson offence – Violation of Penal Code  
 28 sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
- 29 c. No person shall have been convicted of any violent felony as defined in Penal Code  
 30 section 667.5, which involve doing bodily harm to another person, for which the staff member was  
 31 convicted within five years prior to employment;
- 32 d. No person shall be on parole or probation;
- 33 e. No person shall participate in the criminal activities of a criminal street gang and/or  
 34 prison gang; and
- 35 f. No prior employment history of improper conduct, including but not limited to, forging  
 36 or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior  
 37 with staff or residents at another treatment facility.

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

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

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

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

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

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