

1 AGREEMENT FOR PROVISION OF  
2 HIV TRANSITIONAL HOUSING SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 STRAIGHT TALK CLINIC, INC.

7 JULY 1, ~~2012~~2011 THROUGH JUNE 30, ~~2014~~2012  
8

9 THIS AGREEMENT entered into this 1st day of July ~~2012~~2011, which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 STRAIGHT TALK CLINIC, INC., a California nonprofit corporation (CONTRACTOR). This  
12 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).  
13

14 **W I T N E S S E T H:**  
15

16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
17 Human Immunodeficiency Virus (HIV) Transitional Housing Services described herein to the residents  
18 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~~2011 through June 30, ~~2014~~2012

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

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

**Maximum Obligation:**

Period One Maximum Obligation:	\$192,685
Period Two Maximum Obligation:	\$192,685
<b>TOTAL MAXIMUM OBLIGATION:</b>	<b>\$385,370</b>

**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~~6th Floor  
Santa Ana, CA 92701-4637

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

**CONTRACTOR's Insurance Coverages:**

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

## I. ACRONYMS

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

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

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

## 6 **II. ALTERATION OF TERMS**

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

## 13 **III. ASSIGNMENT OF DEBTS**

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

## 22 **IV. COMPLIANCE COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

37 //

V. ~~CONFIDENTIALITY~~ CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 F. ~~The~~ All Cost ~~Report~~ Reports for each period 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 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

### 10 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

11 [sc6] CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
 12 regarding the employment of aliens and others and to ensure that employees, subcontractors and  
 13 consultants performing work under this Agreement meet the citizenship or alien status requirement set  
 14 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
 15 subcontractors and consultants performing work hereunder, all verification and other documentation of  
 16 employment eligibility status required by federal or state statutes and regulations including, but not  
 17 limited to, the Immigration Reform and Control Act of 1986, 8 ~~U.S.C.~~ USC §1324 et seq., as they  
 18 currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such  
 19 documentation for all covered employees, subcontractors and consultants for the period prescribed by  
 20 the law.

### 22 **IX. EQUIPMENT**

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

34 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any  
 35 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
 36 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
 37 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
2 purchased asset in an Equipment inventory.

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

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

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

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

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

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

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

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

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

36 B. In the event that CONTRACTOR is unable to provide services, staffing, facilities, or supplies,  
37 ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation. The reduction to

1 the Total Maximum Obligation shall be in an amount proportionate to the number of days in which  
 2 CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

### 4 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

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

34 //

35 //

36 //

37 //



## XII. INSPECTIONS AND AUDITS

1 | |

2 | | A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

3 | | of the State of California, the Secretary of the United States Department of Health and Human Services,

4 | | the Comptroller General of the United States, or any other of their authorized representatives, shall have

5 | | access to any books, documents, and records, including but not limited to, financial statements, general

6 | | ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly

7 | | pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an

8 | | audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth

9 | | in the Records Management and Maintenance ~~paragraph~~Paragraph of this Agreement. Such persons

10 | | may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this

11 | | Agreement, and the premises in which they are provided.

12 | | B. CONTRACTOR shall actively participate and cooperate with any person specified in

13 | | ~~subparagraph~~Subparagraph A. above in any evaluation or monitoring of the services provided pursuant

14 | | to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct

15 | | such evaluation or monitoring.

### C. AUDIT RESPONSE

16 | |

17 | | 1. Following an audit report, in the event of non-compliance with applicable laws and

18 | | regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement

19 | | as provided for in the Termination ~~paragraph~~Paragraph or direct CONTRACTOR to immediately

20 | | implement

21 | | appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in

22 | | writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

23 | | 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement

24 | | by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said

25 | | funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of

26 | | the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement

27 | | is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

28 | | provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the

29 | | reimbursement due COUNTY.

30 | | D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file

31 | | with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures

32 | | during the term of this Agreement.

33 | | E. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an

34 | | annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to

35 | | ADMINISTRATOR within fourteen (14) calendar days of receipt.

36 | | //

37 | | //

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

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

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

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

1. Federal Single Audit Act of 1984 (31 ~~U.S.C.A.~~ USC. 7501.70).
2. ~~Health Insurance Portability and Accountability Act (HIPAA)~~ Privacy Rule, as it may exist now, or be hereafter amended, and if applicable.
3. ~~The American Recovery & Reinvestment Act (ARRA) of 2009.~~
4. ~~The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).~~
4. WIC §15600, et seq., Abuse of the Elderly and Dependent Adults.
5. 45 CFR Part 76, Drug Free Work Place.
6. CCR, Title 22.
7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
8. OMB Circulars A-87, A-89, A-110, A-122 and A-133.
9. ARRA of 2009.
10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009.
11. ~~42 USC. 12901 et seq., AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).~~
12. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for Persons with AIDS.
7. ~~13. 24 CFR Parts 42 and 570.606.~~
8. 14. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement Program.

~~9. State of California Welfare and Institutions Code Section~~ 15. Flood Disaster  
Protection Act of 1973 (P.L. 93-234).

16. Americans Standard Specifications for Making Buildings and Facilities Accessible to, and  
Usable by, the Physically Handicapped, Number ~~15600, et seq., Abuse of the Elderly and Dependent~~  
~~Adults.~~

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

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

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

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

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

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

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

~~17~~ 19. State of California, Department of Alcohol and Drug Programs, ~~Drug Program Fiscal~~  
 18 ~~Systems Manual (DPFS Manual).~~

~~19~~ 20. State of California, Department of Social Services, Community Care Licensing  
 20 Division requirements for Group Homes.

### C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
 34 ~~subparagraphs~~ Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state  
 35 employee reporting requirements for child support enforcement, or to comply with all lawfully served  
 36 Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of  
 37

1 this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY  
2 shall constitute grounds for termination of this Agreement.

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

#### 6 ~~XIV. LITERATURE.~~ **LITERATURE AND ADVERTISEMENTS**

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

15 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
16 promotional purposes, made by CONTRACTOR ~~shall also clearly explain through these materials that~~  
17 ~~there shall be no unlawful use of drugs or alcohol associated with the services provided pursuant~~ for  
18 purposes directly or indirectly related to this Agreement, ~~as specified in California Health~~ must be  
19 approved in advance and ~~Safety Code, Section 11999~~ in writing by ADMINISTRATOR.

20 ~~XIV.~~

#### 21 **XV. MAXIMUM OBLIGATION**

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

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

#### 31 ~~XV.~~ **XVI. NONDISCRIMINATION**

32 [RL14] A. EMPLOYMENT

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

1 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
 2 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
 3 including apprenticeship. CONTRACTOR shall not discriminate between employees with spouses and  
 4 employees with domestic partners, or discriminate between domestic partners and spouses of those  
 5 employees, in the provision of benefits. There shall be posted in conspicuous places, available to  
 6 employees and applicants for employment, notices from ADMINISTRATOR and/or the United States  
 7 Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity  
 8 clause.

9 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 10 shall state that all qualified applicants will receive consideration for employment without regard to  
 11 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 12 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
 13 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

18 B. SERVICES, BENEFITS, AND FACILITIES ~~—~~ CONTRACTOR shall not discriminate in the  
 19 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
 20 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 21 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with  
 22 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
 23 (42 U.S.C.A. USC §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. USC §6101); and Title 9,  
 24 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other  
 25 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
 26 regulations, as all may now exist or be hereafter amended or changed.

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

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



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

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

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

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

### 14 **XVIII. NOTIFICATION OF DEATH**

#### 15 [RL16] A. NON-TERMINAL ILLNESS DEATH

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

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

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

#### 26 B. TERMINAL ILLNESS DEATH

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

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

36  
 37 ~~XVIII.~~

**XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS****A. NON-TERMINAL ILLNESS DEATH**

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

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

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

**B. TERMINAL ILLNESS DEATH**

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

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

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

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

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

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

//



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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

## 28 **XXI. REVENUE**

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

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

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

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

## 10 **XXII. SEVERABILITY**

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

## 17 **XXIII. SPECIAL PROVISIONS**

18 ~~[RL20]~~ A. CONTRACTOR shall not use the funds provided by means of this Agreement for the  
 19 following purposes:

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

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

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

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

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

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

32 7. Supplanting current funding for existing services.

33 8. Fundraising.

34 9. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately  
 35 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or  
 36 license and registration fees; payment of local or state personal property taxes (for residential property,  
 37

1 private automobiles, or any other personal property against which taxes may levied). This restriction  
 2 does not apply to vehicles operated by organizations for program purposes.

3 10. To meet professional licensure or program licensure requirements.

4 11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
 5 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

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

9 13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
 10 services.

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

14 15. Severance pay for separating employees.

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

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

19 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
 20 CONTRACTOR's clients.

21 2. Funding travel or training (excluding mileage or parking) not approved by  
 22 ADMINISTRATOR.

23 3. Making phone calls outside of the local area unless documented to be directly for the  
 24 purpose of client care.

25 4. Payment for grant writing, consultants, certified public accounting, or legal services not  
 26 approved in advance by ADMINISTRATOR.

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

29 C. To the greatest extent practicable, all equipment and products purchased with funds made  
 30 available through this Agreement should be American-made.

#### 31 **XXIV. STATUS OF CONTRACTOR**

32 [RL21] CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and  
 33 shall be wholly responsible for the manner in which it performs the services required of it by the terms  
 34 of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
 35 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
 36 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
 37

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

## 8 **XXV. TERM**

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

## 15 **XXVI. TERMINATION**

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

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

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

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

1 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

3  
4 STRAIGHT TALK CLINIC, INC.

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

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

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

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

15  
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17  
18  
19 COUNTY OF ORANGE

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  
30 \_\_\_\_\_ DATED: \_\_\_\_\_

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

34 HEALTH CARE AGENCY

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



1 ORANGE COUNTY, CALIFORNIA

2  
3  
4 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
5 DEPUTY

6  
7  
8 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
9 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
10 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
11 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
12 signature alone is required by HCA.  
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EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 HIV TRANSITIONAL HOUSING SERVICES WITH  
 STRAIGHT TALK CLINIC, INC.  
 JULY 1, ~~2012~~2011 THROUGH JUNE 30, ~~2014~~2012

**I. ASSURANCES**

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

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

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

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

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

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

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

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

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

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

3. In the case of individuals with an income greater than one hundred percent (100%) of the official federal poverty line and not exceeding two hundred percent (200%) of such poverty line, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent (5%) of the annual gross income of the individual involved.

1 4. In the case of individuals with an income greater than two hundred percent (200%) of the  
 2 official federal poverty line and not exceeding three hundred percent (300%) of such poverty line,  
 3 CONTRACTOR will not, for any calendar year, impose charges in an amount exceeding seven (7%)  
 4 percent of the annual gross income of the individual involved.

5 5. In the case of individuals with an income greater than three hundred percent (300%) of the  
 6 official federal poverty line, CONTRACTOR will not, for any calendar year, impose charges in an  
 7 amount exceeding ten percent (10%) of the annual gross income of the individual involved.

8 F. Notify COUNTY immediately, in writing, if CONTRACTOR or any of its principals is  
 9 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from  
 10 participation in this transaction by any Federal Department or Agency.

## 11 II. BUDGET

12 A. The following budget, for each period of the Agreement, is set forth for informational purposes  
 13 only.  
 14

### 15 ADMINISTRATIVE COST

16	Salaries	\$ <u>20,045</u> <del>19,857</del>
17	Benefits	<u>3,011</u> <del>2,192</del>
18	Services and Supplies	653
19	Subcontractor Cost	<u>221</u>
20	SUBTOTAL ADMINISTRATIVE COST	\$ <u>23,930</u> <del>22,923</del>

### 21 PROGRAM COST

22	Salaries	\$104, <u>634</u> <del>253</del>
23	Benefits	22, <u>182</u> <del>445</del>
24	Services and Supplies	<u>46,147</u> <del>44,618</del>
25	Subcontractor Cost	<u>1,991</u>
26	SUBTOTAL PROGRAM COST	\$ <u>174,955</u> <del>173,307</del>

27 GROSS COST \$ 198,885~~196,230~~

### 28 REVENUE

29	Resident Fees	\$ <u>6,200</u> <del>3,545</del>
30	TOTAL REVENUE	\$ <u>6,200</u> <del>3,545</del>

31 MAXIMUM OBLIGATION \$192,685

32 //

1 B. Any increases and decreases in budget must be approved, in advance and in writing, by  
2 ADMINISTRATOR.

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

15 1. CONTRACTOR's administrative costs cannot exceed ten percent (10%) ~~—D—~~  
16 ~~—CATALOG of FEDERAL DOMESTIC ASSISTANCE—~~ (total costs for each service.

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

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

26 D. CFDA) INFORMATION

27 1. The ~~—1. This~~ Agreement includes federal funds paid to CONTRACTOR. The CFDA  
28 number and associated information for federal funds paid through ~~this~~ the Agreement are specified  
29 below:

31 CFDA Year: ~~2009~~ 2012

32 CFDA#: ~~No.:~~ 14.241

33 Program Title: Housing Opportunities for Persons With AIDS (indirect)

34 Federal Agency: Department of Housing and Urban Development

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

36 //

37 //

1  
2 CFDA Year: 2012  
3 CFDA No.: 93.914  
4 Program Title: HIV Emergency Relief Project Grants (B)  
5 Federal Agency: Department of Health and Human Services  
6 Award Name: HIV Emergency Relief Project Grants (B) (Ryan White Part A)  
7

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

11 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify  
12 CONTRACTOR in writing of said revisions.  
13

### 14 **III. PAYMENTS**

15 A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR for the actual costs of  
16 providing the services described hereunder, less revenues which are actually received by  
17 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,  
18 state, and federal regulations. Non-compliance will require the completion of ~~corrective action plan(s)~~  
19 ~~(CAP)~~ by CONTRACTOR. If CAPs are not completed within timeframes as determined by  
20 ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is  
21 ineligible to provide services due to non-compliance with licensure and/or certification standards of the  
22 State, County or ~~Probation~~OCPD, ADMINISTRATOR may elect to reduce COUNTY's maximum  
23 obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services.

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

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

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

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

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

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

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

12  
13 **IV. RECORDS**

14 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance  
15 with the COUNTY ~~Alcohol and Drug Abuse Services Administration~~ Guidelines on each individual  
16 Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be  
17 limited to an admission record which shall include documentation that transitional housing is  
18 appropriate for the Participant.

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

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

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

29 3 The Participant eligibility determination and fee charged to and collected from Participants,  
30 together with a record of all ~~billings~~invoices rendered and revenues received from any source on behalf  
31 of Participants treated pursuant to ~~this~~the Agreement, must be reflected in CONTRACTOR’s financial  
32 records.

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## V. REPORTS

### A. MONTHLY PROGRAMMATIC

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

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

### B. FISCAL

1. CONTRACTOR shall submit a monthly expenditure/revenue report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, in conjunction with the billing described in the Payments ~~paragraph~~ Paragraph in this Exhibit A. These monthly expenditure/revenue reports should be received by ADMINISTRATOR no later than the fifteenth (15th) calendar day of the month following the report month.

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

C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested and allow time frame the information is needed.

## VI. SERVICES

A. FACILITY - CONTRACTOR shall provide ~~Human Immunodeficiency Virus (HIV)~~ HIV Transitional Housing Services described herein at 808 La Vergn Way, Santa Ana, California 92703, or at any other location approved, in writing, by ADMINISTRATOR.

1. The facility shall include the following:

- a. Safe sleeping quarters, a separate bed for each Participant and a lounge area for all Participants.

1 b. No more than six (6) Participants are housed in the facility at one time and the facility is  
2 maintained in a decent, safe, and sanitary condition.

3 c. There will be no more than two (2) persons of the same gender sharing a single  
4 bedroom within the facility at any time.

5 2. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall  
6 maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day  
7 throughout the year. CONTRACTOR shall make its best effort to provide services pursuant to ~~this~~the  
8 Agreement in a manner that is culturally and linguistically appropriate for the population(s) served.  
9 CONTRACTOR shall maintain documents of such efforts which may include; but not limited to:  
10 records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring  
11 policies and procedures; copies of literature in multiple languages and formats, as appropriate; and  
12 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are  
13 physically challenged.

14 B. PERSONS TO BE SERVED

15 1. CONTRACTOR shall serve adults, ages eighteen (18) years of age and older, who have a  
16 history of substance ~~abuse~~use disorder and are living with HIV disease.

17 2. CONTRACTOR shall admit all persons referred by ADMINISTRATOR, twenty-four (24)  
18 hours per day, seven (7) days per week. ADMINISTRATOR shall provide one (1) day's notice to  
19 CONTRACTOR when any Participant is not eligible for the services described herein.

20 3. Participants mean persons who have an alcohol and/or other drug problem and who are HIV  
21 positive, for whom a COUNTY approved intake and admission for transitional housing as appropriate  
22 have been completed pursuant to ~~this~~the agreement.

23 4. All Participants shall be referred by ADMINISTRATOR.

24 C. UNITS OF SERVICE

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

29 2. CONTRACTOR should provide one thousand eight hundred seventy-two (1,872) Units of  
30 Service.

31 3. CONTRACTOR should include participation by a minimum of eighteen (18) Participants  
32 during any single period of the Agreement.

33 4. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to adjust the  
34 Units of Service set forth in ~~subparagraphs~~Subparagraphs VI.C.2. and VI.C.3. above.

35 //  
36 //  
37 //



1 D. TRANSITIONAL HOUSING SERVICES - CONTRACTOR shall provide a six (6) bed, four  
 2 (4) month alcohol and drug-free housing and other services within the specifications stated, unless  
 3 otherwise authorized by ADMINISTRATOR. Such services shall include, but not be limited to, the  
 4 following:

5 1. An alcohol and drug-free, supervised, twenty-four (24) hour living environment for  
 6 Participants who are currently participating in treatment at a COUNTY-contracted Narcotic  
 7 Replacement Treatment program or other County operated or contracted ~~Alcohol and Drug~~  
 8 ~~Abuse~~ Substance Use Disorder Outpatient Clinics or Mental Health program and who have no available  
 9 housing. Although CONTRACTOR provides no direct counseling or treatment services to Participant,  
 10 CONTRACTOR shall encourage and provide structured daily activities; such as health and fitness  
 11 recreation, providing Participant responsibility for daily household duties, including food preparation,  
 12 house cleaning, and basic household operations. In addition, CONTRACTOR shall encourage  
 13 Participant to live productive, drug-free lives, which may include working, going to school, attending  
 14 appropriate twelve-step program meetings, or volunteering in the community.

15 2. House Rules for standards of conduct for all Participants shall be established which shall  
 16 include mandatory participation in a COUNTY-operated or COUNTY-contracted outpatient treatment  
 17 program requiring at least three (3) sessions per month. Proof of participation shall be documented in  
 18 Participant files. CONTRACTOR shall immediately help the participant to enroll in another treatment  
 19 program or arrange discharge of any Participant who was discharged from outpatient treatment as  
 20 appropriate. CONTRACTOR has authority to discharge any Participant who violates house rules. Said  
 21 House Rules shall be enforced by CONTRACTOR's House Manager, other paid staff, intern(s) or  
 22 volunteer(s), as designated by CONTRACTOR's Executive Director.

23 3. Provision of three (3) meals per day. Such meals shall be nutritious and appropriate to the  
 24 health needs of the Participant.

25 4. Provision of laundry facilities at no cost to the Participant.

26 5. Provision of toiletry articles appropriate to the health and grooming needs of the Participant.

27 6. Provision of information regarding public transportation, which shall include bus schedules,  
 28 so that Participant may participate in ~~alcohol and drug abuse~~ substance use disorder treatment programs.  
 29 CONTRACTOR shall provide Participant with information on how to obtain a bus pass.

#### 30 7. PARTICIPANT SUPERVISION

31 a. CONTRACTOR shall provide on site supervision of all Participant activities twenty-  
 32 four (24) hours per day, seven (7) days a week by paid program staff. "Awake" supervision is required  
 33 for sixteen (16) hours of every twenty-four (24) hour day. CONTRACTOR shall ensure that the house  
 34 is maintained in an orderly manner.

35 b. A house log shall be maintained on each shift and supervised by a designated program  
 36 staff person. Information to be documented in the house log shall include but not be limited to:

37 1) Date, time, signature and title of person making all entries in the house log.

1 2) Staff and shift changes which occur at the facility.  
2 3) Participant name, signature, date, and time when leaving the program site and  
3 estimated time of return. Participants returning to the program site shall sign in.

4 4) Special incidents as defined in ~~subparagraph XVI~~ Subparagraph XVII.C. of the  
5 Agreement.

- 6 8. Encouragement of Participant to:
  - 7 a. Take increasing responsibility for treatment goals established by the individual
  - 8 Participant in conjunction with outpatient treatment staff.
  - 9 b. Increase their use of support systems in the community.
  - 10 c. Use leisure time in a constructive manner by supplying Participant with recreational
  - 11 equipment, vocational materials, educational materials, and fitness equipment.
  - 12 d. Maintain adequate grooming.

13 9. Assisting Participant in learning social skills, such as appropriate communication with  
14 others.

15 10. Securing and administration of prescribed medication(s).

16 E. GATEKEEPER - CONTRACTOR shall coordinate case management through consultation with  
17 the COUNTY's Gatekeeper assigned to this program. The Gatekeeper will be designated by the  
18 COUNTY ADAS ADMINISTRATOR and will have official clinical liaison with CONTRACTOR for  
19 this program. All persons admitted by CONTRACTOR to become Participant shall be pre-approved by  
20 the Gatekeeper. CONTRACTOR shall verify and provide evidence of HIV seropositivity of Participants  
21 prior to admission to the Gatekeeper.

22 ~~F. CASE MANAGEMENT - CONTRACTOR shall coordinate case management as described in~~  
23 ~~subparagraph E., above, as well as described hereunder. CONTRACTOR shall be responsible for~~  
24 ~~providing liaison with: the COUNTY's public health nurse for Participant medical case management;~~  
25 ~~the Orange County Social Services Agency to assist persons in qualifying for benefits and/or services;~~  
26 ~~and other Orange County agencies that provide supportive services.~~

27 F. CASE MANAGEMENT CONTRACTOR shall provide Case Management services by  
28 contacting outside agencies and making referrals for services outside the scope of comprehensive  
29 substance abuse services as identified in the Participant's recovery. Such concomitant services include  
30 academic education, vocational training, medical and dental treatment, pre- and post- counseling and  
31 testing for infectious diseases, legal assistance, job-search assistance, financial assistance, childcare, and  
32 self-help programs such as twelve (12)- step programs. Said linkages, referrals and follow-up are to be  
33 documented in the Participant file.

34 G. CONTRACTOR shall not allow any Participant to remain more than four (4) months in  
35 CONTRACTOR's facility without prior written approval of ADMINISTRATOR.

36 H. HEALTH AND MEDICAL SERVICES

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1 1. CONTRACTOR shall ensure that procedures are established and used in the event a  
2 Participant becomes ill and requires medical transportation and/or medical treatment.

3 2. Medical case management shall be provided by COUNTY public health services.

4 3. CONTRACTOR shall ensure that all Participants have received a ~~tuberculosis (TB)~~ test  
5 prior to admission.

6 I. EMERGENCY MEDICAL TRANSPORTATION SERVICE

7 1. Emergency Medical Transportation – COUNTY shall only pay for emergency medical  
8 ambulance or medical van transportation to and from designated Transitional Housing ~~alcohol and drug~~  
9 ~~abuse~~ Substance Use Disorder treatment programs or health facilities through the COUNTY's Medical  
10 Transportation Agreement under the following conditions:

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

14 b. When any Participant needs non-emergency transportation as identified in  
15 ~~subparagraph 12.b.~~ Subparagraph 2. below, and CONTRACTOR cannot transport Participant due to  
16 unforeseen circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle  
17 access within a timely manner or Participant's physical condition and/or limitations.

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

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

24 e. CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for  
25 services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service  
26 in ~~subparagraph~~ Subparagraph VI of this Exhibit A to the Agreement by the COUNTY.

27 2. Non-Emergency Transportation – CONTRACTOR shall transport Participant, either in  
28 CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or  
29 important to the Participant's recovery plan including, but not limited to, Social Security Administration  
30 offices for ~~Supplemental Security Income (SSI)~~ benefits and for non-emergency medical or mental  
31 health services not identified in ~~subparagraph 12.a above.~~ Subparagraph 1., that require treatment at a  
32 physician office, urgent care, or emergency room when an ambulance provider is not necessary or  
33 required for transportation based on the level of severity and/or services required by the Participant.

34 J. ~~ALCOHOL AND DRUG~~ SUBSTANCE USE SCREENING

35 1. CONTRACTOR shall have a written policy and procedure statement regarding alcohol and  
36 drug screening that includes random drug and/or alcohol testing a minimum of two times a month for all  
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1 participants. All urine specimen collection shall be observed by same sex staff. The policy shall be  
2 approved by Administrator. The program shall:

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

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

6 2. In the event CONTRACTOR wishes to utilize COUNTY-contracted laboratory for drug  
7 screening purposes, CONTRACTOR shall collect samples from Participant with approval of COUNTY.

8 3. Such testing shall be provided at COUNTY's expense. CONTRACTOR shall label and  
9 deliver samples to COUNTY's ~~Alcohol and Drug Abuse~~ Substance Use Disorder Treatment Services  
10 program site(s) specified by ADMINISTRATOR or mail samples to a licensed laboratory, which address  
11 shall be provided by ADMINISTRATOR.

12 4. In the event that any Participant of CONTRACTOR receives a Drug Screening test result  
13 indicating any substance ~~abuse~~ use, CONTRACTOR shall formulate and implement a plan of corrective  
14 action which shall be documented in the Participant's record, and shall notify COUNTY of such action  
15 within two (2) business days of receipt of such test results if the Participant is allowed to remain in the  
16 program.

#### 17 K. PERFORMANCE OUTCOMES

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

23 2. ~~Alcohol Drug Abuse~~ Substance (ADAS) Use Disorder Treatment Performance Outcome  
24 Objectives:

25 a. Objective 1: CONTRACTOR shall ensure Participant is linked to appropriate services  
26 providing medical care for HIV infection and treatment of substance ~~abuse-addiction~~ use disorder.  
27 Linkage Rates shall be calculated by dividing the number of successful links of a Participate by the  
28 number of links the CONTRACTOR has determined are appropriate for that Participant.

29 b. Objective 2: CONTRACTOR shall assist Participant in obtaining permanent housing.  
30 Housing Rates shall be calculated by dividing the number of Participants successfully transitioning to  
31 permanent housing by the number of Participants leaving the program during the evaluation period.

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

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

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

3 N. NON-SMOKING POLICY - CONTRACTOR shall establish a written non-smoking policy,  
4 which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only  
5 areas where smoking is permitted. At a minimum, the non-smoking policy shall specify the facility is  
6 “smoke-free” and designated smoking areas outside the facility.

7 O. VISITATION POLICY - CONTRACTOR shall establish a written visitation policy, which shall  
8 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 P. 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 Participant to notify the program of any change in his/her schedule.

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

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**VII. STAFFING**

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

<u>ADMINISTRATIVE STAFF</u>	<u>FTEs</u>
<u>Administrator</u>	<u>0.18</u>
<u>Financial Controller</u>	<u>0.11</u>
<u>ADMINISTRATIVE SUBTOTAL</u>	<u>0.29</u>
<u>PROGRAM STAFF</u>	
<u>Program Coordinator</u>	<u>1.00</u>
<u>Recovery Program Aide</u>	<u>2.05</u>
<u>Assistant Coordinator</u>	<u>0.88</u>
<u>Floater Staff</u>	<u>0.36</u>
<u>PROGRAM SUBTOTAL</u>	<u>4.29</u>
<u>TOTAL FTEs</u>	<u>4.58</u>

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

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

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

<del>ADMINISTRATIVE STAFF</del>	<del>FTEs</del>
<del>— Administrator</del>	<del>0.180</del>
<del>— Financial Controller</del>	<del>0.110</del>
<del>ADMINISTRATIVE SUBTOTAL</del>	<del>0.290</del>
<del>PROGRAM STAFF</del>	
<del>— Program Coordinator</del>	<del>1.000</del>
<del>— Recovery Program Aide</del>	<del>1.490</del>
<del>— Assistant Coordinator</del>	<del>0.875</del>
<del>— Floater Staff</del>	<del>0.360</del>
<del>PROGRAM SUBTOTAL</del>	<del>3.725</del>
<del>TOTAL FTEs</del>	<del>4.015</del>

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in ~~subparagraph VI.B.,~~ Subparagraph VII.A., above.

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

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

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- 1 1. All staff, prior to hiring, shall meet the following requirements:
  - 2 a. No person shall have been convicted of a sex offense for which the person is required to
    - 3 register as a sex offender under ~~California Penal Code section~~ PC, Section 290;
    - 4 b. No person shall have been convicted of an arson offense – Violation of ~~Penal Code~~
      - 5 ~~sections~~ PC, Sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
      - 6 c. No person shall have been convicted of any violent felony as defined in ~~Penal Code~~
        - 7 ~~section~~ PC, Section 667.5, which involve doing bodily harm to another person, for which the staff
          - 8 member was convicted within five (5) years prior to employment;
          - 9 d. No person shall be on parole or formal probation;
          - 10 e. No person shall participate in the criminal activities of a criminal street gang and/or
            - 11 prison gang; and
            - 12 f. No prior employment history of improper conduct, including but not limited to, forging
              - 13 or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior
                - 14 with staff or residents at another treatment facility.

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

18 3. All program staff having direct contact with Participants shall, within the first (1<sup>st</sup>) year of  
 19 employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize  
 20 physical and psychiatric systems that require appropriate referrals to other agencies. CONTRACTOR  
 21 shall develop a written plan and provide ongoing training on topics related to alcohol and drug use on an  
 22 annual basis. All staff training shall be documented and maintained as part of the training plan.

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

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

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