

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	34
<u>I. Acronyms</u>	<u>6</u>
II. Alteration of Terms	47
III. Assignment of Debts	47
III. IV. Compliance.....	47
IV. V. Confidentiality.....	612
V. VI. Cost Report.....	712
VI. Cultural Competency	9
VII. Delegation and Assignment and Subcontracts.....	914
VIII. Employee Eligibility Verification.....	915
IX. Equipment	1015
X. Facilities, Payments and Services	1117
XI. Indemnification and Insurance.....	1117
XII. Inspections and Audits	1218
XIII. Licenses and Laws.....	1219
XIV. Literature and Advertisements.....	1421
XV. Maximum Obligation.....	1422
XVI. Nondiscrimination.....	1522
XVII. Notices.....	1624
XVIII. Notification Of Public Events And Meetings.....	1724
XIX. Records Management and Maintenance.....	1725
XX. Revenue	1927
XXI. Severability.....	1927
XXII. Special Provisions	1928
XXIII. Status of Contractor.....	2129
XXIV. Term	2129
XXV. Termination	2130
XXVI. Third Party Beneficiary	2331
XXVII. Waiver of Default or Breach.....	2331
Signature Page	2432

//
//

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT A	PAGE
I. Definitions	1 1
II. Budget.....	33 33
III. Payments.....	34 34
IV. Records	45 45
V. Reports.....	55 55
VI. Services.....	7
VII. Staffing	14 15

REFERENCED CONTRACT PROVISIONS

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

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

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

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

Maximum Obligation:

Period One Maximum Obligation:	\$ <u>\$93,955</u>
Period Two Maximum Obligation:	<u>93,955</u>
Period Three Maximum Obligation:	<u>93,955</u>
TOTAL CONTRACT MAXIMUM OBLIGATION:	<u>\$281,865</u>

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR's Insurance Coverages:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

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

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

11 II. ALTERATION OF TERMS

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

18 III. ASSIGNMENT OF DEBTS

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

27 IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

1 ~~Code of Conduct.”~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE~~
~~REIMBURSEMENT STANDARDS~~

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

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

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

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

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

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

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

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

//
//
//
//
//
//
//

V. CONFIDENTIALITY

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~~ Records), as they now exist or may hereafter be amended or changed.

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 ~~volunteer staff or interns of CONTRACTOR~~ 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's Board~~ CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, ~~and~~ volunteers ~~or~~ and interns.

VI. COST REPORT

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

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

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

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

//

//

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

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

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

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

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

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

36 //

37 //

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

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

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

17 18 **VI. CULTURAL COMPETENCY**

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

25 26 **VII. DELEGATION AND ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

16

17 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

28

29 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

35 //

36 //

37 //

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

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

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

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

14 **XI. INDEMNIFICATION AND INSURANCE**

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

26 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
 27 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
 28 covering its operations as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement.

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

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

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

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

1 D. Certificates of ~~Insurance~~ insurance and endorsements evidencing the above coverages and
 2 clauses shall be mailed to COUNTY as referenced ~~on Page 3~~ in the Referenced Contract Provisions of
 3 this Agreement.

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

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

10 XII. INSPECTIONS AND AUDITS

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

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

26 C. AUDIT RESPONSE

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

33 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
 34 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
 35 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
 36 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
 37 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

1 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
2 reimbursement due COUNTY.

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

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

10 XIII. LICENSES AND LAWS

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

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

21 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
22 Manual.

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

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

26 4. ~~California Health and Safety Code Sections~~ HSC, §§11758.40 through 11758.47.

27 5. HSC, §§11839 through 11839.22

28 6. HSC, §11864

29 7. HSC, §11876(a)

30 8. HSC, §§123110 through 123149.5.

31 ~~5.~~ 9. Title 2, ~~Code of Federal Regulations (CFR),~~ Part 230, Cost Principles for
32 Nonprofit Organizations.

33 10. ~~6.~~ Title 2, CFR 376, Nonprocurement, Debarment and Suspension.

34 711. 41 CFR, Public Contracts and Property Management.

35 8.12. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

36 13. ~~9.~~ 45 CFR 93, New Restrictions on Lobbying.

14. 45 CFR 96.127(a), “Requirements regarding Tuberculosis”
15. ~~10.~~ 45 CFR 96.132(e), Additional Agreements.
- ~~11.~~ 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- ~~12.~~ 17. 45 CFR 160, General Administrative Requirements.
- ~~13.~~ 18. 45 CFR 162, Administrative Requirements.
- ~~14.~~ 19. 45 CFR 164, Security And Privacy.
20. ~~15.~~ 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- ~~16.~~ 21. Title 31, USC, Chapter 13, Subtitle II, §1352, Limitation on use of appropriated funds to influence certain ~~Federal~~ federal contracting and financial transactions.
- ~~17.~~ 22. 42 USC, Chapter 126, Equal Opportunity for Individuals with Disabilities.
- ~~18.~~ 23. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.
24. 42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of Records.
- ~~19.~~ 25. 42 USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health services facilities and organizations.
26. 42 USC, Chapter 7, Subchapter XI, Part C, ~~20.~~ ~~42 USC~~ 1320(d) through 1320(d)(8), Administrative Simplification.
- ~~21.~~ ~~21.~~ ~~42 USC 290aa through 290jj, Substance Abuse and Mental Health Services Administration.~~
- ~~22.~~ 22. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- ~~23.~~ ~~California~~ 28. 42 USC 6101, Age Discrimination Act of 1975
29. 42 USC 2000d, Civil ~~Code~~ (Rights
30. 42, Part 54, “Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.”
31. 8 USC, 1324, Immigration Reform & Control Act, 1986
- ~~32.~~ ~~CCC) Sections~~ §§56 through 56.37, Confidentiality of Medical Information.
- ~~24.~~ 33. CCC ~~Sections~~ §§1798.80 through 1798.82, Customer Records.
- ~~25.~~ 34. CCC ~~Section~~ §1798.85, Confidentiality of Social Security Number.
- ~~26.~~ ~~Office of Management~~ 35. CCR, Title 9, Division 4; and ~~Budget~~ (Title 22.
36. OMB) Circulars A-87, A-89, A-110, A-122, and A-133.
- ~~27.~~ 37. U.S. Department of Health and Human Services Grants Policy Statement.
38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department ~~28.~~ ~~California Code of Regulations (CCR), Title 9, Division 4; and Title 22.~~
- of Alcohol and Drug Programs, 2003
39. 45 CFR 96.124(e)

1 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

21
22 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

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

XV. MAXIMUM OBLIGATION

The ~~Total~~ Maximum Obligation of COUNTY for services provided in accordance with this Agreement ~~during Period One, Period Two, and Period Three are as specified on Page 3~~ is in the Referenced Contract Provisions of this Agreement.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

5 a. Denying a ~~participant~~ Participant or potential ~~participant~~ Participant any service, benefit,
6 or accommodation.

7 b. Providing any service or benefit to a ~~participant~~ Participant which is different or is
8 provided in a different manner or at a different time from that provided to other ~~participants~~ Participants.

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

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

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

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

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

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

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

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

37 //

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

5 **XVII. NOTICES**

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

8 1. When written and deposited in the United States mail, first class postage prepaid and
 9 addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as
 10 otherwise directed by ADMINISTRATOR;

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

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

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

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

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

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

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

28 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

36 //

37 //

1 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

12 4. ~~45 CFR, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule~~
13 ~~(Designated Record Set).~~

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

16 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
17 security of personally identifiable information (hereinafter “PII”) and/or protected health information
18 (hereinafter “PHI”). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
19 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
20 and email or facsimile.

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

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

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

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

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

37 KM. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR

1 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
2 CONTRACTOR.

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

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

7 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
8

9 **XX. REVENUE**

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

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

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

24 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
25 persons other than individuals or groups eligible for services pursuant to this Agreement.
26

27 **XXI. SEVERABILITY**

28 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
29 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
30 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
31 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
32 in full force and effect, and to that extent the provisions of this Agreement are severable.
33

34 //
35 //
36 //
37 //

XXII. SPECIAL PROVISIONS

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

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

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

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

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

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

~~6.~~ 5. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, ~~Section 1352, U.S.C.A.~~ USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

~~7.~~ 6. Paying an individual salary or compensation for services at a rate in excess of the ~~salary schedule specified~~ current Level I of the Executive Salary Schedule as published by the U.S. Office of Personnel Management OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

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

~~9.~~ 7. Fundraising.

~~10.~~ 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff or members of the Board of Directors.

~~11.~~ 9. Making personal loans to CONTRACTOR's staff ~~or~~ volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

~~12.~~ 10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

~~13.~~ 11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.

~~14.~~ 12. Promoting the legalization of any drug or other substance included in Schedule 1 of ~~Section~~ §202 of the Controlled Substance Act (21 USC 812).

~~15.~~ 13. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.

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

15. Severance pay for separating employees.

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

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

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

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

5 2. Funding travel or training (excluding mileage or parking) not approved by
6 ADMINISTRATOR.

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

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

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

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

17 **XXIII. STATUS OF CONTRACTOR**

18 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
19 wholly responsible for the manner in which it performs the services required of it by the terms of this
20 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
21 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
22 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
23 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
24 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
25 subcontractors as they relate to the services to be provided during the course and scope of their
26 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
27 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
28 be COUNTY employees.
29

30 **XXIV. TERM**

31 The term of this Agreement shall commence and terminate as specified ~~on Page 3~~ in the Referenced
32 Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this
33 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
34 normally extend beyond this term, including but not limited to, obligations with respect to
35 confidentiality, indemnification, audits, reporting and accounting.
36

37 //

XXV. TERMINATION

1
2 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
3 written notice given the other party.

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

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

10 1. The loss by CONTRACTOR of legal capacity.
11 2. Cessation of services.
12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
13 another entity without the prior written consent of COUNTY.

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

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

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

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

D. CONTINGENT FUNDING

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

25 a. The continued availability of federal, state and county funds for reimbursement of
26 COUNTY's expenditures, and
27

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

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

33 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
34 specified ~~on Page 3~~ in the Referenced Contract Provisions of ~~the~~ this Agreement, ADMINISTRATOR
35 may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent
36 with the reduced term of ~~the~~ this Agreement.

37 //

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

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

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

7 3. If ~~participants~~ Participants are to be transferred to another facility for services, furnish
 8 ADMINISTRATOR, upon request, all ~~participant~~ Participant information and records deemed necessary
 9 by ADMINISTRATOR to effect an orderly transfer.

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

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

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

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

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

25 26 **XXVI. THIRD PARTY BENEFICIARY**

27 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
 28 including, but not limited to, any subcontractors or any ~~participants~~ Participants provided services
 29 hereunder.

30 31 **XXVII. WAIVER OF DEFAULT OR BREACH**

32 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
 33 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
 34 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
 35 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
 36 Agreement.

37 //

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

3
4 PHOENIX HOUSE ORANGE COUNTY, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

28 _____ DATED: _____

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

32 HEALTH CARE AGENCY

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

1 ORANGE COUNTY, CALIFORNIA

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

BY: _____ DATED: _____
DEPUTY

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

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

I. DEFINITIONS

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

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

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

C. DATAR Intake means the ~~Drug Abuse Treatment Access Report as required by the State Department of Alcohol~~ initial face-to-face meeting between a participant and Drug Programs.

~~D. Therapeutic Activities: means activities such as individual counseling, groups, and self help groups. These activities shall incorporate best practices and evidence based practices.~~

~~E. Graduation or~~ CONTRACTOR staff in which specific information about the Participant Completion means is gathered including the completion of ability to pay and standard admission forms pursuant to the outpatient treatment program whereby the Participant has successfully completed all goals and objectives and length of treatment authorized by ADMINISTRATOR in the treatment plan Agreement.

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

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

//

1 ~~F.~~ ~~H.~~ NIATx means ~~the Network~~ a model for ~~Improvement of Addiction Treatment~~
2 ~~model~~ improving business process.

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

6 H. Participant Completion means the completion of the outpatient treatment (recovery) program
7 whereby the Participant has successfully completed all goals and objectives for all phases and length of
8 treatment authorized by ADMINISTRATOR and documented in the Participant's treatment plan.

9 ~~I.~~ ~~J.~~ Program Protocol ~~Means~~ means the written program description, goals, objectives, and
10 policies established by CONTRACTOR for the ~~residential~~ outpatient treatment ~~program~~ programs
11 provided pursuant to ~~this~~ the Agreement.

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

14 ~~L.~~ ~~K.~~ Therapeutic ~~Activities~~ activity means activities such as individual counseling, groups, and self-
15 help groups, but excludes chores and recreational activities. These activities shall incorporate best
16 practices and evidence-based approaches.

17 ~~M.~~ ~~L.~~ Unit of Service means a face-to-face contact, which results in a record of therapeutic
18 experience in a ~~Participant's~~ Participant's chart.

19 #
20 #
21 #
22 #
23 #
24 #
25 #
26 #
27 #
28 #
29 #
30 #
31 #
32 #
33 #
34 #
35 #
36 #
37 #

II. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
ADMINISTRATIVE COST			
Indirect Costs	\$16,813 17,782	\$17,782	\$17,782
SUBTOTAL ADMINISTRATIVE COST	\$16,813 17,782	\$17,782	\$17,782
PROGRAM COST			
Salaries	\$51,165 49,371	\$49,371	\$49,371
Benefits	16,373 13,824	13,824	13,824
Services and Supplies	9,604 15,139	15,139	15,139
SUBTOTAL PROGRAM COST	\$77,142 78,334	\$78,334	\$78,334
GROSS COST	\$93,955 96,116	\$96,116	\$96,116
REVENUE			
— Participant Fees	\$ 2,161	\$ 2,161	\$ 2,161
— In-kind	0	0	0
SUBTOTAL REVENUE	\$ 2,161	\$ 2,161	\$ 2,161
NET COST	\$ 93,955	\$ 93,955	\$ 93,955

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

//
//
//
//
//
//
//

III. PAYMENTS

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

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

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

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

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

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

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

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

//

//

//

IV. RECORDS

A. ~~RECORDS~~

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

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

~~b.~~ PSN CAF.

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

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

~~2B.~~ FINANCIAL RECORDS ~~–~~ CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the type of service for which payment is claimed in accordance with generally accepted accounting principles, the ~~Alcohol Services Reporting System (ASRS)~~ Manual, and the ~~Drug Program Fiscal Systems (DPFS)~~ Manual.

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

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

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

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 in~~ Paragraph of this Exhibit A ~~to the Agreement.~~ These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th) business day of the month following the report month.

2. CONTRACTOR shall be responsible to include in the monthly programmatic report any problems in implementing the provisions of ~~this~~ the Agreement, pertinent facts or interim findings, staff

1 changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
2 changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in
3 achieving all the terms of the Agreement shall be included.

4 B. FISCAL

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

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

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

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

28 E. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by
29 ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.
30 ADMINISTRATOR will be specific as to the nature of information requested and the ~~time~~
31 ~~frame~~ timeframe in which the information is needed.

32 //
33 //
34 //
35 //
36 //
37 //

VI. SERVICES

A. FACILITY

1. CONTRACTOR shall provide ~~alcohol and drug~~ substance use disorder treatment services at the following ~~locations~~ location, or at any other facility approved in advance, by ADMINISTRATOR and appropriately certified in accordance with State of California, Department of Alcohol and Drug Programs.

1207 E. Fruit Street
Santa Ana, CA 92701

2. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, six (6) days a week throughout the year and maintain the capability to provide services from 9:00 a.m. until 8:00 p.m. in order to accommodate Participants unable to participate during regular working hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule, unless otherwise authorized in writing by ADMINISTRATOR.

B. PERSONS TO BE SERVED

1. COUNTY and CONTRACTOR mutually agree that persons to be served under the terms of ~~this~~ the Agreement are adult male and female parolees over the age of eighteen (18) years, with a substance abuse disorder.

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

~~3~~ C. ADMISSIONS FOR OUTPATIENT SERVICES

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with program rules and regulations. Said persons shall include persons living with ~~Human Immunodeficiency Virus (HIV)~~ HIV disease, as well as persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual diagnosis. ~~Dually diagnosed persons~~ Persons with a co-occurring mental illness and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their illicit use of prescribed medications.

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

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

1 a. ADAS PSN case manager or designated staff will conduct an assessment utilizing the
2 ~~Client Admissions Form (CAF)~~ CAF and fax this referral to CONTRACTOR. CONTRACTOR shall
3 enter admission data on the CAF and fax it back to ADAS PSN Case Manager upon admission of the
4 parolee into program.

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

7 ~~e~~ b. CONTRACTOR shall have the right to refuse admission of a person only
8 in accordance with its written policy; provided however, CONTRACTOR shall comply with the non-
9 discrimination provisions of ~~this agreement~~ the Agreement.

10 ~~C~~D. UNITS OF SERVICE

11 1. CONTRACTOR shall maintain an average monthly caseload of thirty (30) Participants.

12 2. CONTRACTOR shall provide a minimum of seven hundred eighty (780) Individual/Family
13 and ~~four~~two thousand ~~six~~three hundred ~~eighty~~ (4,680) ~~forty~~ (2,340) Group Units of Substance Abuse
14 Outpatient Service.

15 a. Any units counted for individual and group therapy must include justification in the
16 Participant's record that a therapeutic experience was provided.

17 b. The unit count for group therapy is based on the number of Participants in the group. A
18 group therapy session with four (4) Participants would be counted as four (4) units.

19 c. Participants shall receive a minimum of five (5) hours of face-to-face activities over at
20 least three (3) visits per week.

21 d. Participants determined to need only nonresidential relapse prevention shall receive a
22 minimum of one and one-half (1-1/2) to three (3) hours of face-to-face activities scheduled over one (1)
23 to three (3) visits per week. Nonresidential relapse prevention should only be utilized after a period of
24 treatment services at a higher level of intensity.

25 e. Family members of Participants admitted to the program and currently receiving
26 treatment, may be seen with or without the Participant present and be counted as a unit of service.

27 3. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the
28 number of Participants and services set forth in ~~subparagraph~~ Subparagraphs VI. ~~C~~D.1. and VI. ~~C~~D. 2.
29 above.

30 ~~D~~E. OUTPATIENT SERVICES

31 1. CONTRACTOR shall provide certified substance use disorder outpatient treatment in
32 accordance with the standards established by COUNTY and the California State Department of Alcohol
33 and Drug Programs within the specifications stated herein, unless otherwise authorized by
34 ADMINISTRATOR. Outpatient treatment services shall be provided for no more than one hundred
35 eighty (180) days of duration, unless approved in writing by ADMINISTRATOR. CONTRACTOR's
36 services shall include, but not be limited to, the following:

37 //

1 a. CONTRACTOR's program shall include an introduction to self-help programs such as
 2 Narcotics Anonymous or Alcoholics Anonymous or Alcoholics Anonymous "Step Study" or other
 3 appropriate self-help programs. It shall include supportive sober recreational activity and may include
 4 activities designed to enhance skills in dealing with social service, legal/judicial, and employment
 5 services within Orange County.

6 ~~b. CRISIS INTERVENTION~~ Emergency ~~Emergency~~ b. Crisis Intervention –
 7 CONTRACTOR shall provide crisis intervention which is emergency assessment and counseling with
 8 the Participant and/or family member(s) in a crisis situation, when deemed necessary.

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

16 d. ~~ASSESSMENT~~ Assessment – CONTRACTOR shall provide a standardized,
 17 comprehensive risk and needs assessment to each Participant to assess both alcohol and drug abuse
 18 history, family history, mental and emotional status, legal status, educational and vocational background
 19 as well as daily living skills, stress management, literacy, employment, education and money
 20 management within thirty (30) days of admission. Assessment tools shall be co-occurring capable, meet
 21 best practice standards and may include Addiction Severity Index ~~(ASD)~~, CalOMS, or other assessment
 22 tools that are completed and signed by staff and ~~participant and~~ Participant. The tool will be approved by
 23 ADMINISTRATOR.

24 e. ~~PROGRAM ORIENTATION~~ Program Orientation – During the first seventy-two
 25 (72) hours of a Participant's admission into the Program, CONTRACTOR shall provide an overview of
 26 the Program. The Program Orientation shall include, but not be limited to:

- 27 1) Overview of Program structure, schedules, and rules
- 28 2) ~~Understanding of substance abuse~~ Program rules and ~~addiction~~ regulations
- 29 3) Policies regarding ~~participant~~ Participant fees
- 30 4) Participant rights
- 31 5) Assignment of a counselor
- 32 6) ~~A copy of the~~ Staff Code of Conduct
- 33 7) Continuing care services

34 f. ~~TREATMENT PLAN~~ Treatment/Recovery Plan – CONTRACTOR shall develop an
 35 individual treatment plan, in conjunction with ADMINISTRATOR and the California Department of
 36 Corrections staff that specifies the minimum and/or maximum length of program services ~~and number of~~
 37 visits required. A treatment plan should be developed with each Participant within thirty (30) days of

admission into the Program, which shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, individualized goals for addressing the identified needs, with action steps, target dates and dates of resolution for each. Every thirty (30) days, CONTRACTOR shall review and document, with the Participant, the Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in problem identification focus of recovery or treatment occurs or no later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter.

g. ~~THERAPEUTIC ACTIVITY~~ Therapeutic Activity – CONTRACTOR shall provide Therapeutic Activity such as individual counseling, ~~groups,~~ and ~~self-help groups.~~ group counseling. These activities shall incorporate best practices and evidence-based approaches. Individual and Group counseling shall consist of the following:

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

2) Group Counseling – CONTRACTOR shall provide counseling within a group to Participants determined appropriate for group sessions. The ratio of Participants to counselor shall not be greater than 15:1 as evidenced on group activity rosters. Topics for discussion shall include but not be limited to, the following:

~~3~~ a) Substance abuse education;

b) Conflict resolution, skills building;

c) Trauma (abuse and violence);

d) Relapse prevention;

e) Life skills and vocational pursuits;

f) Personal values, social relations, family functioning, vocational pursuits, coping mechanisms and related issues;

~~4) Effects of substance abuse on personal and social functioning, establishing a drug-free lifestyle and alcohol and drug education;~~

~~5~~ g) Mechanisms for building self-esteem, value clarification and personal assertiveness;

~~6~~ h) Anger management, criminal thinking and thinking errors, ~~sexual abuse, domestic violence,~~ death and grief;

~~7~~ i) Cultural and acculturation issues; and

~~8) HIV disease~~ j) Co-occurring diagnosis issues.

h. ~~HABILITATIVE AND REHABILITATIVE SERVICES~~ Habilitative and Rehabilitative Services – CONTRACTOR shall provide structured and planned habilitative and rehabilitative activities

1 involving program staff and Participants in traditional classroom or experiential learning of practical life
 2 and social skills. Subjects shall include, but are not limited to, the following: ~~Job~~ job preparation,
 3 application, interview and retention skills; managing finances; maintaining health and personal hygiene
 4 and appearance; obtaining educational and vocational training; building and maintaining socially
 5 supportive relationships; security housing; obtaining social services, recognizing and preventing
 6 substance abuse relapse; avoiding violence and criminal activities; recognizing and changing self-
 7 defeating thinking and behavior patterns; nutrition, meal planning and food preparation; parenting skills,
 8 and obtaining child care.

9 i. ~~COLLATERAL SERVICES~~ Collateral Services – CONTRACTOR shall provide, as
 10 appropriate and documented in the Participant file, individual and group sessions for family members
 11 and/or significant others of the Participant. These services shall address family and/or relationship
 12 dynamics, which, if unchecked, could contribute to the Participant's relapse and/or potential or actual
 13 abuse in the family or relationship system. ~~The Participant shall be present during~~ Collateral Services
 14 ~~only when~~ shall include the Participant unless determined ~~appropriate~~ inappropriate by the counselor ~~and~~
 15 ~~shall be documented in the Participant file. All Collateral Services provided to family members which~~
 16 ~~otherwise meet the condition of individual or group units of service shall be counted as the appropriate~~
 17 ~~unit of service.~~

18 j. ~~RELAPSE PREVENTION~~ ~~Individual and group sessions for a Participant to~~
 19 ~~reinforce sobriety status; regardless of Participant's position in phase structure of program or during~~
 20 ~~follow up, contact shall be unlimited.~~

21 ~~k. EXIT PLANNING~~ Transition/Exit Planning - CONTRACTOR shall begin discharge
 22 planning immediately after enrollment. CONTRACTOR shall develop ~~an~~ a formal exit plan no later
 23 than ~~fifteen (15)~~ fourteen (14) calendar days prior to ~~participant's successful completion of~~ Participant's
 24 planned discharge from the program. The transition ~~and~~ / exit plan shall be completed and signed by
 25 CONTRACTOR and Participant. The transition ~~and~~ / exit plan shall include:

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

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

30 3) A continuing treatment exit plan that includes referral and transition of the
 31 Participant to ~~appropriate services~~ support services such as self-help groups, continuing education,
 32 vocational rehabilitation, job training, and other social services, if needed, and document this in the
 33 Participant's chart. The continuing treatment plan shall also include the goals identified in the
 34 Participant's treatment plan.

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

37 //

1 ~~I. REFERRAL AND FOLLOW-UP~~ k. Referral and Follow-up – CONTRACTOR shall
 2 provide effective linkage of a Participant to other ancillary services with follow-up to be ~~provided within~~
 3 ~~one (1) week of referral to ensure that~~ documented in the Participant ~~has contacted the referred~~
 4 ~~service file.~~ Referrals shall also be made for individuals having special needs, such as persons living
 5 with HIV disease. Referrals shall be sensitive to the Participant's cultural needs. Such referrals shall be
 6 documented in the Participant's files. If a Participant is identified to require higher level of treatment,
 7 linkage to ~~residential~~ outpatient treatment will be made and contractor will make best effort to document
 8 this in the Participant's file.

9 ~~m. CRISIS HELPLINE – CONTRACTOR shall provide a twenty four (24) hour helpline~~
 10 ~~to provide Participants access to a counselor or information and referrals to community resources.~~

11 2. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

17 a) CONTRACTOR shall review and approve the health questionnaire form prior
 18 to Participant's admission to the program. The completed health questionnaire shall be signed and dated
 19 by staff and ~~participant~~ Participant.

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

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

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

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

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

29 c. The programs shall have and post written procedures for obtaining medical or
 30 psychiatric evaluation and emergency services.

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

33 ~~E~~ F. DRUG SCREENING

34 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
 35 screening that includes unannounced drug and/or alcohol testing at a minimum of ~~two (2) times~~ one (1)
 36 time per month for all Participants. The urine specimen collection shall be observed by same sex staff.

1 This policy shall be approved by ADMINISTRATOR. For those situations where alcohol and/or drug
2 screening is deemed appropriate and necessary, CONTRACTOR 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; and

6 c. Drug screening shall not be reimbursed by PSN funds.

7 2. In the event that any Participant of CONTRACTOR receives a drug test result indicating
8 any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which
9 shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within
10 two (2) business days of receipt of such drug test results via an incident report, and the corrective action
11 to be taken by the Participant.

12 FG. PERFORMANCE OUTCOMES

13 1. CONTRACTOR shall be required to achieve performance objectives by June 30, ~~2010 for~~
14 ~~Period One, by June 30, 2011 for Period Two, and by June 30 2012 for Period Three~~ 2013 for, tracking
15 and reporting Performance Outcome Objective statistics in monthly programmatic reports, as
16 appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services
17 to meet the objective, and, therefore, revisions may be implemented by mutual agreement between
18 CONTRACTOR and ADMINISTRATOR.

19 2. ADAS Performance Outcome Objectives ~~for each Period.~~

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

23 1) Retention Rates shall be calculated by number of Participants currently enrolled in
24 or successfully completed their treatment program divided by the total number of Participants served
25 during the evaluation period.

26 2) Completion Rates shall be calculated by the number of Participants successfully
27 completing the treatment program divided by the total number of Participants discharged during the
28 evaluation period.

29 b. Objective 2: CONTRACTOR shall obtain from eighty percent (80%) of Participants
30 completed CESI within thirty (30) days of admission for outpatient programs, and the CEST shall be
31 completed at mid-point and completion for those Participants receiving forty-five (45) calendar days of
32 treatment.

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

37 //

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

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

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

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

- 11 1) Reduced waiting times
- 12 2) Reduced no-shows
- 13 3) Increased admissions
- 14 4) Increased continuation in treatment

15 H. MEETINGS – ~~G.~~ CONTRACTOR's Executive Director or designee shall participate, when
16 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to
17 ~~this~~ the Agreement.

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

23 ~~I.~~ J. OCPD GUIDELINES – CONTRACTOR shall apply for and receive approval of the Orange
24 County Probation Department ~~(Probation)~~ OCPD to provide outpatient treatment services.
25 CONTRACTOR shall recognize the authority of Probation OCPD as officers of the court, and shall
26 extend cooperation to Probation OCPD within the constraints of CONTRACTOR's program of Alcohol
27 and Drug Abuse Outpatient Treatment Services.

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

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

34 ~~L.~~ M. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of
35 RSA-Tokens for appropriate individual staff to access the HCA-IRIS at no cost to the CONTRACTOR.
36 ~~An RSA~~ A Token is the security device which allows an individual user to access the HCA computer-
37 based IRIS.

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

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

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

7 4. CONTRACTOR shall return to ~~ADMINISTRATOR~~ ADMINISTRATOR all ~~RSA~~ Tokens
8 under the following conditions:

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

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

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

18
19 **VII. STAFFING**

20 ~~— A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent~~
21 ~~manner by recruiting, hiring and maintaining staff who can provide services to the diverse population~~
22 ~~served under this Agreement. CONTRACTOR shall provide services in a language appropriate and~~
23 ~~culturally sensitive manner, in a setting accessible to diverse communities. Cultural diversity includes~~
24 ~~ethnicity, age, sexual orientation, gender, and persons who are physically challenged. CONTRACTOR~~
25 ~~shall document its efforts to provide services in a culturally competent manner. Documentation may~~
26 ~~include, but not be limited to, the following:~~

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

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

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

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

34 //
35 //
36 //
37 //

	PERIOD ONE	PERIOD TWO	PERIOD THREE
PROGRAM	FTEs	FTEs	FTEs
Director of Adult Services	0.0702	0.02	0.02
Program Director Senior	0.0703	0.03	0.03
Outpatient Program Coordinator	0.1722	0.22	0.22
Director Deputy Clinical	0.0227	0.27	0.27
Substance Abuse Counselor			
Substance Abuse Counselor	0.27	0.27	0.27
Substance Abuse Counselor	0.27	0.27	0.27
Outpatient Counselor Admission	0.3427	0.27	0.27
Coordinator			
Outpatient Counselor Project	0.1713	0.13	0.13
Administrator			
Therapist	0.34		
TOTAL FTEs	1.1848	1.48	1.48

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

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

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

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

1 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
 2 challenged.

3 F. CONTRACTOR shall obtain a criminal record clearance for staff who are responsible for the
 4 provision of services to the Participants prior to such staff becoming involved with the Participants.
 5 CONTRACTOR shall provide copies of the criminal record reviews to ADMINISTRATOR within ten
 6 (10) days of receiving such reviews.

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

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

- 22 1. All staff, prior to hiring, shall meet the following requirements:
- 23 a. No person shall have been convicted of a sex offense for which the person is required to
 24 register as a sex offender under California Penal Code section 290.3;
- 25 b. No person shall have been convicted of an arson offence – Violation of Penal Code
 26 sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
- 27 c. No person shall have been convicted of any violent felony as defined in Penal Code
 28 section 667.5, which involve doing bodily harm to another person, for which the staff member was
 29 convicted within five years prior to employment;
- 30 d. No person shall be on parole or probation;
- 31 e. No person shall participate in the criminal activities of a criminal street gang and/or
 32 prison gang; and
- 33 f. No prior employment history of improper conduct, including but not limited to, forging
 34 or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior
 35 with staff or residents at another treatment facility.

36 //

37 //

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

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

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

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

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

//
//
//
//
//
//
//
//
//