

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	4
I. Alteration of Terms	5
II. Assignment of Debts.....	5
III. Compliance	5
IV. Confidentiality.....	8
V. Debarment and Suspension Certification	9
VI. Delegation, Assignment and Subcontracts.....	10
VII. Employee Eligibility Verification	11
VIII. Equipment	11
IX. Expenditure and Revenue Report.....	12
X. Facilities, Payments and Services.....	12
XI. Indemnification and Insurance	13
XII. Inspections and Audits.....	13
XIII. Licenses and Laws	14
XIV. Literature and Advertisements.....	16
XV. Maximum Obligation.....	17
XVI. Nondiscrimination.....	17
XVII. Notices.....	19
XVIII. Notification of Death	20
XIX. Notification of Public Events and Meetings	20
XX. Records Management and Maintenance	20
XXI. Revenue	22
XXII. Severability.....	23
XXIII. Special Provisions	23
XXIV. Status of Contractor	24
XXV. Term	25
XXVI. Termination	25
XXVII. Third Party Beneficiary	26
XXVIII. Waiver of Default or Breach.....	26
Signature Page.....	27

//
//

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2011 through June 30, 2013

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

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

Maximum Obligation:

Period One Maximum Obligation:	\$306,344
Period Two Maximum Obligation:	319,484 376,916
TOTAL MAXIMUM OBLIGATION:	\$625,828 683,260

Basis for Reimbursement: Fee for Service

Payment Method: Fee for Service

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: Western Pacific Re-Hab
 Mark R. Hickman
 4632 San Fernando Road
 Glendale, CA 91204

CONTRACTOR's Insurance Coverages:

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

I. ALTERATION OF TERMS

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

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

2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been approved by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

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

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

//

1 6. Upon approval of CONTRACTOR's Compliance Program by ADMINISTRATOR's
2 Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns,
3 volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered
4 Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and
5 related policies and procedures.

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

10 B. SANCTION SCREENING - CONTRACTOR shall screen all Covered Individuals employed or
11 retained to provide services related to this Agreement to ensure that they are not designated as
12 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services
13 Administration's List of Parties Excluded from Federal Programs and the Health and Human
14 Services/Office of Inspector General List of Excluded Individuals/Entities.

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

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

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

21 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
22 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
23 Agreement.

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

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

33 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
34 federal and state funded health care services by contract with COUNTY in the event that they are
35 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
36 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

37 //

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Agreement.

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

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

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

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

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

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

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

20 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
21 ADMINISTRATOR's Code of Conduct.

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

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

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

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

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

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

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

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

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

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

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

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

20
21 **IV. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

20 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
21 week, of any suspected or actual breach of computer system security, if the security breach would
22 require notification under California Civil Code §1798.82.

23
24 **V. DEBARMENT AND SUSPENSION CERTIFICATION**

25 A. CONTRACTOR certifies that it and its principals:

26 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
27 voluntarily excluded by any federal department or agency.

28 2. Have not within a three-year period preceding this Agreement been convicted of or had a
29 civil judgment rendered against them for commission of fraud or a criminal offense in connection with
30 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
31 under a public transaction; violation of federal or state antitrust statutes or commission of
32 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or
33 receiving stolen property;

34 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,
35 or local governmental entity with commission of any of the offenses enumerated in subparagraph A.2.
36 above;

37 //

1 4. Have not within a three-year period preceding this Agreement had one or more public
2 transactions (federal, state, or local) terminated for cause or default;

3 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
4 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
5 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
6 authorized by the State of California; and

7 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
8 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction, (i.e., transactions
9 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
10 accordance with 2 CFR Part 376.

11 B. The terms and definitions of this Paragraph have the meanings set out in the Definitions and
12 Coverage sections of the rules implementing 51 F.R. 6370.

13
14 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

15 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
16 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
17 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
18 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
19 they relate to the service or activity under subcontract, and include any provisions that
20 ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of
21 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
22 hereunder, either in whole or in part, without the prior written consent of COUNTY.
23 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed
24 for subcontracts not approved in accordance with this paragraph.

25 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
26 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
27 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
28 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
29 derogation of this paragraph shall be void.

30 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
31 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
32 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
33 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
34 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
35 paragraph shall be void.

36 //

37 //

VII. EMPLOYEE ELIGIBILITY VERIFICATION

1
2 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
3 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors
4 and consultants performing work under this Agreement meet the citizenship or alien status requirement
5 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
6 subcontractors and consultants performing work hereunder, all verification and other documentation of
7 employment eligibility status required by federal or state statutes and regulations including, but not
8 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently
9 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
10 covered employees, subcontractors and consultants for the period prescribed by the law.

VIII. EQUIPMENT

11
12
13 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
14 moveable property of a relatively permanent nature with significant value. Equipment which costs
15 \$5,000 or over, including sales taxes, freight charges and other taxes are considered Fixed Assets.
16 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
17 considered Minor Equipment or Controlled Assets. The cost of Equipment purchased, in whole or in
18 part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted
19 accounting principles.

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

26 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
27 COUNTY the cost of specified items of Equipment purchased by CONTRACTOR. To "expense," in
28 relation to Equipment, means to charge the full cost of Equipment in the fiscal year in which it is
29 purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment shall be
30 deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

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

36 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
37 inventories of Loaned Equipment. Equipment shall be tagged with a COUNTY issued tag. Upon

1 demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to
2 COUNTY.

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

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

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

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

15
16 **IX. EXPENDITURE AND REVENUE REPORT**

17 A. No later than sixty (60) calendar days following termination of each period or fiscal year of this
18 Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
19 Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be
20 prepared in accordance with the procedure that is provided by ADMINISTRATOR and generally
21 accepted accounting principles.

22 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
23 throughout the term of the Agreement.

24
25 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

35 //
36 //
37 //

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and participant records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance

1 paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate
2 the services provided pursuant to this Agreement, and the premises in which they are provided.

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

7 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
8 services.

9 D. AUDIT RESPONSE

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

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

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

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

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

32
33 **XIII. LICENSES AND LAWS**

34 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
35 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and
36 exemptions necessary for the provision of services hereunder and required by the laws and regulations
37 of the United States, the State of California, COUNTY, and any other applicable governmental agencies.

1 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or
2 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,
3 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

7 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
8 Manual.

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

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

12 4. California Health and Safety Code Sections 123110 through 123149.5.

13 5. Title 2, Code of Federal Regulations (CFR), Part 230, Cost Principles for Nonprofit
14 Organizations.

15 6. Title 2 Code of Federal Regulations 376, Nonprocurement, Debarment and Suspension.

16 7. 41 Code of Federal Regulations, Public Contracts and Property Management.

17 8. 42 Code of Federal Regulations 2, Confidentiality of Alcohol and Drug Abuse Patient
18 Records.

19 9. 45 Code of Federal Regulations 93, New Restrictions on Lobbying.

20 10. 45 Code of Federal Regulations 96.132(e), Additional Agreements.

21 11. 45 Code of Federal Regulations 96.135, Restrictions on Expenditure of Grant.

22 12. 45 Code of Federal Regulations 160, General Administrative Requirements.

23 13. 45 Code of Federal Regulations 162, Administrative Requirements.

24 14. 45 Code of Federal Regulations 164, Security And Privacy.

25 15. 48 Code of Federal Regulations 9.4, Debarment, Suspension, and Ineligibility.

26 16. Title 31, United States Code (U.S.C.), Chapter 13, Subtitle II, Section 1352, Limitation on
27 use of appropriated funds to influence certain federal contracting and financial transactions.

28 17. 42 United States Code Chapter 126, Equal Opportunity for Individuals with Disabilities.

29 18. 42 United States Code, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality of
30 Records.

31 19. 42 United States Code, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting
32 systems for health services facilities and organizations.

33 20. 42 United States Code, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8),
34 Administrative Simplification.

35 21. 42 United States Code, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance
36 Abuse and Mental Health Services Administration.

37 //

1 22. 42 United States Code, Chapter 7, Subchapter XI, Part C, 285n through 285o, National
2 Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.

3 23. California Civil Code (CCC) Sections 56 through 56.37, Confidentiality of Medical
4 Information.

5 24. California Civil Code Sections 1798.80 through 1798.82, Customer Records.

6 25. California Civil Code Section 1798.85, Confidentiality of Social Security Number.

7 26. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122, and
8 A-133.

9 27. U.S. Department of Health and Human Services Grants Policy Statement.

10 28. California Code of Regulations, Title 9, Division 4; and Title 22 Social Security.

11 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

31
32 **XIV. LITERATURE AND ADVERTISEMENTS**

33 A. Any written information or literature, including educational or promotional materials,
34 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
35 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before
36 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not
37 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the

1 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
2 consents thereto in writing.

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

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

9
10 **XV. MAXIMUM OBLIGATION**

11 A. The Total Maximum Obligations of COUNTY for services provided in accordance with this
12 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in
13 the Referenced Contract Provisions of this Agreement, except as allowed for in subparagraph B. below.

14 B. ADMINISTRATOR may amend the Total Maximum Obligation by an amount not to exceed
15 ten percent (10%) of Period One funding for this Agreement.

16
17 **XVI. NONDISCRIMINATION**

18 **A. EMPLOYMENT**

19 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
20 discriminate against any employee or applicant for employment because of his/her ethnic group
21 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
22 over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall
23 warrant that the evaluation and treatment of employees and applicants for employment are free from
24 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment
25 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
26 including apprenticeship. CONTRACTOR shall not discriminate between employees with spouses and
27 employees with domestic partners, or discriminate between domestic partners and spouses of those
28 employees, in the provision of benefits. There shall be posted in conspicuous places, available to
29 employees and applicants for employment, notices from ADMINISTRATOR and/or the United States
30 Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity
31 clause.

32 2. All solicitations or advertisements for employees placed by or on behalf of
33 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
34 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
35 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
36 Such requirement shall be deemed fulfilled by use of the phrase “an equal opportunity employer.
37 //

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

5 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
6 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
7 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
8 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
9 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
10 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
11 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
12 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
13 regulations, as all may now exist or be hereafter amended or changed.

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

- 16 a. Denying a participant or potential participant any service, benefit, or accommodation.
- 17 b. Providing any service or benefit to a participant which is different or is provided in a
18 different manner or at a different time from that provided to other participants.
- 19 c. Restricting a participant in any way in the enjoyment of any advantage or privilege
20 enjoyed by others receiving any service or benefit.
- 21 d. Treating a participant differently from others in satisfying any admission requirement
22 or condition, or eligibility requirement or condition, which individuals must meet in order to be
23 provided any service or benefit.
- 24 e. Assignment of times or places for the provision of services.

25 2. Complaint Process - CONTRACTOR shall establish procedures for advising all participants
26 through a written statement that CONTRACTOR's participants may file all complaints alleging
27 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S.
28 Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement shall
29 advise participants of the following:

- 30 a. In those cases where the participant's complaint is filed initially with the Office for
31 Civil Rights (Office), the Office may proceed to investigate the participant's complaint, or the Office
32 may request COUNTY to conduct the investigation.
- 33 b. Within the time limits procedurally imposed, the complainant shall be notified in
34 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
35 an appeal with the Office for Civil Rights.

36 //
37 //

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

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

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

15
16 **XVII. NOTICES**

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

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

22 2. When faxed, transmission confirmed;

23 3. When sent by Email; or

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

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

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

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

36 E. In the event of a death, notification shall be made in accordance with the Notification of Death
37 paragraph of this Agreement.

XVIII. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

1 75055(a), 75343(a), and 77143(a).

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

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

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

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

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

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

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

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

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

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

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

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

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

36 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
37 or site visit.

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

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

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

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

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

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

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

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

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

28 O. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
29 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
30 is requested by the PRA request.

31
32 **XXI. REVENUE**

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

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

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

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

12
13 **XXII. SEVERABILITY**

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

19
20 **XXIII. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

36 7. Fundraising.

37 //

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

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

6 10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
7 services.

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

10 12. Promoting the legalization of any drug or other substance included in Schedule 1 of Section
11 202 of the Controlled Substance Act (21 U.S.C. 812).

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

14 14. Assisting, promoting, or deterring union organizing.

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

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

19 2. Funding travel or training (excluding mileage or parking) not approved by
20 ADMINISTRATOR.

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

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

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

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

31
32 **XXIV. STATUS OF CONTRACTOR**

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

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

8 **XXV. TERM**

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

14 **XXVI. TERMINATION**

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

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

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

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

37 D. CONTINGENT FUNDING

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

3
4 WESTERN PACIFIC RE-HAB

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9 BY: _____ DATED: _____

10
11 TITLE: _____

12
13 COUNTY OF ORANGE

14
15 BY: _____ DATED: _____

16 CHAIR OF THE BOARD OF SUPERVISORS

17
18 SIGNED AND CERTIFIED THAT A COPY
19 OF THIS DOCUMENT HAS BEEN DELIVERED
20 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
21 ATTEST:

22 _____ DATED: _____

23 DARLENE J. BLOOM
24 Clerk of the Board of Supervisors
25 Orange County, California

26
27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

30
31 BY: _____ DATED: _____

32 DEPUTY

33
34
35 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
36 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the
37 contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has
empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 NARCOTIC REPLACEMENT THERAPY TREATMENT SERVICES
4 WITH
5 WESTERN PACIFIC RE-HAB
6 JULY 1, 2011 THROUGH JUNE 30, 2013
7

8 **I. DEFINITIONS**

9 A. CalOMS means the California Outcomes Measurement System which is a statewide Participant
10 based data collection and outcomes measurement system as required by the State to effectively manage
11 and improve the provision of alcohol and other drug services at the state, county, and provider levels.

12 B. Counselor means staff enrolled and/or who have completed one of the State approved
13 Counseling Certification programs. Counselor must be in good standing with certification process.

14 C. DATAR means the Drug Abuse Treatment Access Report as required by the State.

15 D. Dose means the administration of a specific amount of methadone prescribed by a physician for
16 the patient's care along with medical care and individual and/or group counseling.

17 E. Dual Diagnosed Participant means a Participant having co-occurring mental illness and
18 substance abuse diagnosis, irrespective of which is the primary diagnosis.

19 F. Enrollment means the process by which the program obtains information about the individual
20 seeking admission for methadone therapy services.

21 G. Family Counseling means a face-to-face contact between a Counselor and members of a
22 Participant's family or significant other. The Participant may or may not be present.

23 H. Gatekeeper means ADMINISTRATOR is responsible for all initial referrals to provider for
24 methadone maintenance treatment or detoxification therapy.

25 I. Group Counseling means a face-to-face contact between a Counselor and each Participant
26 involved in a group counseling session. A group session is a ninety (90) minute session with more than
27 one (1) person in an encounter with a Counselor.

28 J. Individual Counseling means a face-to-face contact, between a Counselor and an individual
29 Participant that result in a record of therapeutic experience in a Participant's chart. An individual
30 session is with one (1) participant in an encounter with a Counselor.

31 K. Intake means the initial face-to-face meeting between a Participant and CONTRACTOR staff in
32 which specific information about the Participant is gathered including the ability to pay and standard
33 admission forms pursuant to this Agreement.

34 L. Integrated Record and Information System (IRIS) means a collection of application and data
35 bases that serve the needs of programs within HCA and includes functionality such as registration and
36 scheduling, laboratory information system, billing and reporting capabilities, compliance with
37 regulatory requirements, electronic medical records and other relevant information.

1 M. Linkage means connecting Participants to ancillary services such as outpatient treatment and
2 supportive services which may include self-help groups, social services, rehabilitation services,
3 vocational services, job training services or other appropriate services.

4 N. Maintenance Participant means an adult male or female eighteen (18) years of age or older
5 residing in the County of Orange who has a primary problem of opiate addiction and is currently
6 recovering through Narcotic Replacement Maintenance Therapy.

7 O. Narcotic Replacement Maintenance Therapy means the medically supervised use of an opiate
8 agonist medication to provide a means whereby the patient may be rehabilitated from opiate substance
9 use disorders.

10 P. Narcotic Replacement Detoxification means narcotic therapy used in decreasing medically
11 determined dosage levels for a period of not more than twenty-one (21) calendar days, to reduce or
12 eliminate opiate addiction.

13 Q. NIATx means the Network for Improvement of Addiction Treatment model.

14 R. Participant means an adult male or female eighteen (18) years of age or older residing in the
15 County of Orange who has a primary problem of opiate addiction.

16 S. Program Protocol means the written program description, goals, objectives, and policies
17 established by CONTRACTOR for the methadone therapy program provided pursuant to this
18 Agreement.

19 T. Token means the security device which allows an individual user to access the HCA computer
20 based IRIS.

21
22 **II. PAYMENTS**

23 A. **BASIS FOR REIMBURSEMENT** – As compensation to CONTRACTOR for services provided
24 pursuant to this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following all
25 inclusive rates of reimbursement: \$17.38 daily per Participant served at CONTRACTOR’s facility,
26 \$12.00 per dose for Participants for detoxification at CONTRACTOR’s facility, and \$26.07 per dose for
27 Participants at other locations as approved by ADMINISTRATOR; however, the total of monthly
28 payments to CONTRACTOR shall not exceed COUNTY’s Maximum Obligation set forth in the
29 Referenced Contract Provisions of this Agreement and provided further, that CONTRACTOR’s costs
30 are allowable pursuant to applicable county, federal and state regulations. Non-compliance will require
31 the completion of a CAP by CONTRACTOR. If CAPs are not completed within timeframes as
32 determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if
33 CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or
34 certification standards of the State, County or Probation, ADMINISTRATOR may elect to reduce
35 COUNTY’s maximum obligation proportionate to the length of time that CONTRACTOR is ineligible
36 to provide services.

37 //

1 B. COUNTY shall pay CONTRACTOR monthly, in arrears. CONTRACTOR's invoice shall be
2 on an approved invoice form, approved or supplied by ADMINISTRATOR, and provide such
3 information as is required by ADMINISTRATOR.

4 C. CONTRACTOR's invoices are due the tenth (10th) calendar day of each month, and payments
5 to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
6 receipt of the correctly completed billing form.

7 D. All billings to COUNTY shall be supported by supporting documentation that clearly show
8 CONTRACTOR is entitled to compensation as a result of and in the performance of duties for
9 COUNTY.

10 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
11 with any provision of this agreement or is not in compliance with local governmental regulations
12 governing the provision of contracted services.

13 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
14 and/or termination of this Agreement, except as may otherwise be provided for under this Agreement.

15 G. In conjunction with Payments Paragraph A, units of service shall not be entered in the
16 COUNTY IRIS system for services not rendered. If information has been entered, corrections will be
17 made within ten (10) business days from notification of ADMINISTRATOR.

18
19 **III. RECORDS**

20 A. PARTICIPANT RECORDS - CONTRACTOR shall maintain adequate records in accordance
21 with the COUNTY Alcohol and Drug Abuse Services Administration Guidelines on each individual
22 Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be
23 limited to unless otherwise approved by ADMINISTRATOR:

- 24 1. ADMINISTRATOR's Treatment Authorization Form
- 25 2. Documentation of HIV diagnosis for those living with HIV Disease
- 26 3. Substance abuse history
- 27 4. Case Manager's name and telephone number
- 28 5. Tuberculosis clearance
- 29 6. Emergency notification information
- 30 7. Record of any funds collected from, or on behalf of, the Participant
- 31 8. Treatment Plan

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

36 //
37 //

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

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

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

10
11 **IV. REPORTS**

12 **A. MONTHLY PROGRAMMATIC**

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

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

23 **B. FISCAL - CONTRACTOR** shall submit monthly Expenditure and Revenue Reports to
24 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
25 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
26 center(s) described in the Services paragraph of this exhibit to the Agreement. The reports shall be
27 received by ADMINISTRATOR no later than fifteen (15) calendar days following the report month.

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

33 **D. MONTHLY DATAR - CONTRACTOR** shall provide reports under the DATAR and/or any
34 other State Department of Alcohol and Drug Programs Reporting System no later than the fifth (5th)
35 business day of the month following the report month.

36 //
37 //

1 E. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports, as required by
 2 ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.
 3 ADMINISTRATOR will be specific as to the nature of information requested.

5 **V. SERVICES**

6 CONTRACTOR shall operate a licensed accredited and certified alcohol and drug abuse Narcotic
 7 Replacement Therapy program, in accordance with the standards established by COUNTY and under
 8 Title 9, Division 4, Chapter 4 of the California Code of Regulations by the State of California,
 9 Department of Alcohol and Drug Programs, and shall administer or dispense methadone as a
 10 maintenance substitute narcotic drug for Participants who are dependent on heroin or other morphine-
 11 like drugs. Such facilities shall be located at 218 E. Commonwealth Avenue, Fullerton, California, and
 12 10751 Dale Street, Stanton, California, or at any other location approved, in writing, by
 13 ADMINISTRATOR.

14 A. PERSONS TO BE SERVED – CONTRACTOR shall provide services, with prior approval by
 15 Gatekeeper, to Maintenance Participants who are disabled as defined by ADMINISTRATOR and those
 16 identified in subparagraph M. below, three hundred sixty-five (365) days per year. In addition to the
 17 above, Program Eligibility shall be determined as per Title 9 section 10270. Detoxification services
 18 shall be provided to those adults with HIV or Hepatitis C that are indigent or earning up to 200% of
 19 poverty level or as approved by ADMINISTRATOR. Detoxification therapy shall not include pregnant
 20 women.

21 1. CONTRACTOR shall provide individual case management, treatment planning, crisis
 22 intervention, discharge planning, and related services as required by federal, state, and county rules and
 23 regulations.

24 2. CONTRACTOR's program must include an introduction to appropriate self-help structured
 25 support programs as approved by ADMINISTRATOR.

26 B. INTAKE/ASSESSMENT – Before admitting an applicant to Detoxification or Maintenance
 27 therapy, the medical director shall either conduct a medical evaluation or document the review in
 28 agreement with a medical evaluation conducted by the physician's designee. Within seven (7) calendar
 29 days of admission, CONTRACTOR shall provide a standardized, comprehensive risk and needs
 30 assessment on each Maintenance Participant to assess alcohol and drug abuse history, family history,
 31 mental and emotional status, educational and vocational background, as well as daily living skills, stress
 32 management, literacy, employment, education and money management. Assessment tools may include
 33 Addiction Severity Index, or any other assessment tool, as approved by ADMINISTRATOR.

34 C. PROGRAM ORIENTATION- CONTRACTOR shall, within seventy-two (72) hours of
 35 Participant's admission into the program, provide an overview of the program. The program orientation
 36 shall be documented in the Participant's file, and shall include, but not be limited to:

37 1. Overview of program structure and schedules;

- 1 2. Program rules and regulations;
- 2 3. Effects of medication used in Narcotic Replacement Therapy and adverse effects of abrupt
- 3 withdrawal;
- 4 4. Policies regarding Participant fees;
- 5 5. Participant rights and responsibilities;
- 6 6. Assignment of a counselor;
- 7 7. Staff code of conduct;
- 8 8. Confidentiality Statement, and how release of information is permitted in accordance with
- 9 42 CFR Part 2;
- 10 9. Agreements needed to exchange appropriate information within the network of consultants
- 11 and linkage agencies in accordance with HIPAA regulations and 42 CFR Part 2; and Title 9, Division 4,
- 12 Chapter 4, Section 10290; and
- 13 10. Continuing care services.

14 D. TREATMENT PLAN

15 1. CONTRACTOR shall, within twenty-eight (28) calendar days of initiation of Narcotic

16 Replacement Therapy for a Maintenance Participant, have a registered, certified, and/or licensed

17 Counselor develop an individual treatment plan with each Participant which shall include:

18 a. Goals, based on identified needs, to be achieved by the Participant with estimated target

19 dates for attainment in accordance with the following:

20 1) Short-term goals which are estimated to require eighty-nine (89) calendar days or

21 less for Participant to achieve;

22 2) Long-term goals which are estimated to require a specified time exceeding ninety

23 (90) calendar days for Participant to achieve;

24 b. Specific behavioral tasks the Participant must accomplish to complete each short-term

25 and long-term goal;

26 c. A description of the type and frequency of counseling services that are to be provided

27 to the Participant;

28 d. A start date based on the day the Counselor signed the initial treatment plan; and

29 e. Medical Director and Director's signature or Designee on initial treatment plan within

30 fourteen (14) days of Counselor's signature.

31 2. CONTRACTOR's registered, certified, and/or licensed Counselor shall evaluate and update

32 the Participant's treatment plan whenever necessary, or at a minimum once every three (3) months from

33 the date of initiation of Narcotic Replacement Therapy. The updated treatment plan shall include:

34 a. A summary of the Participant's progress or lack of progress toward each goal identified

35 in the initial treatment plan;

36 b. New goals and behavioral tasks for any newly identified needs, and related changes in

37 the type and frequency of counseling services.

1 3. CONTRACTOR shall develop an individualized treatment plan for each Participant
2 undergoing detoxification including:

3 a. Provision to educate the Participant on illicit drug addictions and how to deal with
4 them;

5 b. Provision for furnishing services to the Participant as needed when Detoxification is
6 completed;

7 c. Required treatment services and the role of the Participant to achieve stated goals; and

8 d. The type and frequency of scheduled counseling services.

9 E. COUNSELING - Upon completion of the initial treatment plan, CONTRACTOR shall arrange
10 for Participant to receive a minimum of fifty (50) minutes of counseling services per calendar month for
11 Maintenance, and two (2) twenty-five (25) minute counseling sessions within the 21-day period for
12 Detoxification, in accordance with the following requirements:

13 1. Program staff member conducting the session must be a Counselor;

14 2. The session must be conducted in a private setting in accordance with all applicable federal,
15 state, and county regulations regarding confidentiality; and

16 3. The format of the counseling session shall be an Individual session, with face-to-face
17 discussion with the Participant, on a one-on-one basis, on issues identified in the Participant's treatment
18 plan. Counselor shall document this session in Participant's file.

19 F. CONTINUATION OF TREATMENT – CONTRACTOR shall provide justification for
20 treatment to Participants who have been on methadone maintenance for a period of two (2) years, and
21 annually thereafter. Justification shall be provided by the Medical Director and noted in Participants
22 files.

23 G. DISCHARGE PLAN/EXIT PLANNING/TERMINATION – CONTRACTOR shall begin
24 discharge planning immediately after enrollment. CONTRACTOR shall develop a formal exit plan no
25 later than fourteen (14) calendar days prior to participant's successful completion of the program for a
26 Maintenance or Detoxification Therapy Participant. The transition/exit plan shall be completed and
27 signed by CONTRACTOR and Participant. CONTRACTOR shall establish a protocol for scheduled
28 termination of services and document any discharge via a discharge summary.

29 1. Written criteria for the discharge summary shall include:

30 a. Reason for discharge;

31 b. Description of detoxification episodes or maintenance services;

32 c. Current alcohol and/or drug usage at discharge;

33 d. Vocational and educational achievements;

34 e. Legal status;

35 f. Linkages and referrals made;

36 g. Participant's comments ; and

37 //

1 h. Description of the Participant's progress during detoxification or maintenance
2 treatment.

3 2. The transition/exit plan shall include:

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

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

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

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

15 H. PERFORMANCE OUTCOMES – ADMINISTRATOR shall develop and provide
16 CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the
17 impact or contribution of CONTRACTOR's services on the well-being of the COUNTY Participants
18 being served under the terms of this Agreement. At a minimum, CONTRACTOR shall implement a
19 process improvement project as outlined in the Network Improvement of Addiction Treatment (NIATx)
20 model, targeting at least one of the following four (4) NIATx aims:

21 1. Reduce waiting times

22 2. Reduce no-shows

23 3. Increase admissions

24 4. Increase continuation in treatment

25 I. GATEKEEPER - as designated by ADMINISTRATOR, shall approve Participant prior to be
26 admitted into the program. CONTRACTOR shall submit written report to Gatekeeper on a weekly basis
27 for all Participants participating in treatment as part of this Agreement. The report is due by the end of
28 the calendar week. Report will note all current and discharged participants. Gatekeeper will approve
29 CONTRACTOR's form for report, and determine mode of transmission of said report from the
30 CONTRACTOR to the Gatekeeper.

31 J. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services which
32 include the process of identification, assessment of need, planning, coordination and linking, monitoring
33 and continuous evaluation of Participants and of available resources, and advocacy through a process of
34 casework activities in order to achieve the best possible resolution of individual needs in the most
35 effective way possible.

36 K. REFERRAL AND LINKAGE – CONTRACTOR shall provide effective linkage of a
37 Participant to other ancillary services to include literacy training, vocational counseling, and other

1 Participant services, with follow-up to be provided and documented in the Participant file to ensure that
2 the Participant has contacted the referred service provider. Referrals shall also be made for individuals
3 having special needs, such as persons living with chronic diseases. Referrals shall be sensitive to the
4 Participant's cultural needs.

5 L. ALCOHOL AND/OR DRUG SCREENING – CONTRACTOR shall have a written policy and
6 procedure regarding alcohol and/or drug testing at a minimum of one (1) time per month for all
7 Maintenance Participants. Participants requiring detoxification shall be screened for alcohol/illicit drug
8 use at the time of admission and any other time deemed necessary by the attending physician. Urine
9 specimen collection shall be observed by same sex staff. This policy shall be approved by
10 ADMINISTRATOR. Results of these screenings shall be documented in the Participant's file. If drug
11 screen results are positive for illegal substances more than three (3) times per month, Program shall
12 submit to ADMINISTRATOR a corrective action plan to be taken by the Participant within two (2)
13 business days via an Incident Report.

14 M. IN CUSTODY SERVICES

15 1. CONTRACTOR shall provide methadone dosing to pregnant women currently on
16 methadone and shall be responsible for coordinating care that includes a process for methadone dosing
17 at the following Orange County correctional facilities:

- 18 a. County of Orange's Intake and Release Center; and
- 19 b. Santa Ana City Jail.

20 2. Additional sites may be added by mutual agreement of ADMINISTRATOR and
21 CONTRACTOR.

22 3. Services are to be provided seven (7) calendar days per week, including County observed
23 holidays.

24 4. CONTRACTOR will have staff approved to dispense methadone carry identification this
25 includes at a minimum, the following:

- 26 a. persons name,
- 27 b. picture,
- 28 c. title,
- 29 d. organizational name, and
- 30 e. organizational address.

31 5. CONTRACTOR must submit a list of staff administering methadone to Orange County
32 Sheriff's Department monthly or as any changes occur.

33 6. CONTRACTOR will make every effort possible to ensure that services are provided in a
34 timely manner to the Participants.

35 7. CONTRACTOR will advise methadone treatment programs within a fifty (50)-mile radius
36 of their role in the Orange County correctional facilities, and maintain collaboration with these clinics to
37 coordinate care of mutual participants.

1 8. CONTRACTOR will develop, and submit to ADMINISTRATOR for approval, a policy
2 and procedure for jail dosing by implementation of this Agreement.

3 9. CONTRACTOR is responsible for all costs incurred for properly disposing all methadone
4 that could not be administered to participants in custody.

5 10. CONTRACTOR is responsible for all transportation costs incurred in dispensing
6 methadone at the specified Orange County correctional facilities.

7 N. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
8 Tokens for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

9 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
10 a unique password. Tokens and passwords will not be shared with anyone.

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

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

15 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
16 conditions:

- 17 a. Token of each staff member who no longer supports this Agreement;
- 18 b. Token of each staff member who no longer requires access to the HCA IRIS;
- 19 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 20 d. Token is malfunctioning.

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

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

25
26 **VI. STAFFING**

27 A. CONTRACTOR shall ensure that all clinical staffing, including those providing direct
28 Participant services, meet the requirements of Title 22 of the California Code of Regulations as it exists
29 now or may hereafter be amended or changed and all standards of the State Department of Health
30 Services and the State Department of Alcohol and Drug Programs.

31 B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population
32 to be served under this Agreement. Whenever possible, bilingual/bicultural staff should be retained.”

33 C. CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in a
34 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
35 shall maintain documents of such efforts which may include; but not be limited to: records of
36 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
37 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 | D. CONTRACTOR shall ensure that administrative staffing is sufficient to support the
4 | performance of services pursuant to this Agreement.

5 | E. CONTRACTOR may augment paid staff with volunteers or part-time student interns.
6 | CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions
7 | or work contracts.

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

18 | G. CONTRACTOR shall provide pre-employment screening of any staff person providing any
19 | service pursuant to this Agreement.

20 | 1. All staff, prior to hiring, shall meet the following requirements:

21 | a. No person shall have been convicted of a sex offense for which the person is required
22 | to register as a sex offender under California Penal Code section 290;

23 | b. No person shall have been convicted of an arson offense – Violation of Penal Code
24 | sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

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

28 | d. No person shall be on parole or probation, unless approved in advance by
29 | ADMINISTRATOR; and

30 | e. No prior employment history of improper conduct, including but not limited to, forging
31 | or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior
32 | with staff at another treatment facility.

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

36 | H. CONTRACTOR shall provide ongoing training in topics related to alcohol and drug use on an
37 | annual basis.

1 I. All staff providing services shall be licensed and/or certified in accordance with the
2 requirements and professional guidelines as applicable.

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

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

9 L. CONTRACTOR's Executive Director or designee shall participate, when requested, in
10 meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this
11 Agreement.

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

17
18 **VII. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)**
19 **INFORMATION**

20 A. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and
21 associated information for federal funds paid through this Agreement are specified below:

22
23 CFDA Year: 2009

24 CFDA#: 93.959

25 Program Title: Block Grants for Prevention and Treatment of Substance Abuse

26 Federal Agency: Department of Health and Human Services

27 Award Name: Negotiated Net Amount/Drug MediCal Contract

28
29 B. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB
30 Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit
31 requirements within the reporting period specified by OMB Circular Number A-133.

32 C. ADMINISTRATOR may revise the CFDA information listed above, and shall notify
33 CONTRACTOR in writing of said revisions.

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