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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2008 through June 30, 2009

“Period One” means the period from July 1, 2008 through August 31, 2008

“Period Two” means the period from September 1, 2008 through December 31, 2008

“Period Three” means the period from January 1, 2009 through June 30, 2009

**Maximum Obligation:**

Prevention Maximum Obligation:	\$ 31,728	
Outpatient Maximum Obligation:	194,267	
CalWORKs Outpatient Maximum Obligation:	<del>457,039</del>	450,458
<b>TOTAL CONTRACT MAXIMUM OBLIGATION:</b>	<b><del>\$683,034</del></b>	<b><u>\$676,453</u></b>

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Provisional Amount

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: Executive Director  
Mariposa Women and Family Center  
812 Town and Country Road  
Orange, CA 92868

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000
Comprehensive General Liability Insurance	\$1,000,000
Sexual Misconduct	\$1,000,000

1 **I. ALTERATION OF TERMS**

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

7  
8 **II. ASSIGNMENT OF DEBTS**

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

16  
17 **III. COMPLIANCE**

18 A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose  
19 of ensuring adherence to all rules and regulations related to federal and state health care programs.

20 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant  
21 HCA Policies and Procedures relating to the Compliance Program.

22 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and  
23 members of Board of Directors ("Covered Individual") relative to this Agreement are made aware of  
24 these Policies and Procedures.

25 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of  
26 Conduct for adherence by all HCA employees and contract providers has been developed.

27 1. CONTRACTOR shall acknowledge HCA's Compliance Program and Code of Conduct in  
28 writing on an annual basis.

29 2. CONTRACTOR shall distribute the Code of Conduct to all Covered Individuals involved  
30 in the provision of services related to this Agreement.

31 3. CONTRACTOR shall obtain and retain signed certifications that each Covered Individual  
32 has received, read, and understands the Code of Conduct and agrees to abide by the requirements of  
33 HCA's Compliance Program.

34 4. New Covered Individuals shall receive the Code of Conduct and shall complete a  
35 certification within two weeks of the commencement of their employment or engagement related to this  
36 Agreement.

37 //

1 C. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services  
2 related to this Agreement to ensure that they are not designated as "Ineligible Persons." Screening shall  
3 be conducted against the General Services Administration's List of Parties Excluded from Federal  
4 Programs and the Health and Human Services/Office of Inspector General List of Excluded  
5 Individuals/Entities.

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

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

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

12 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
14 Agreement.

15 3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and  
16 July) to ensure that they have not become Ineligible Persons.

17 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
18 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
19 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

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

26 D. REIMBURSEMENT STANDARDS

27 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
28 claims and billing for same are prepared and submitted in an accurate and timely manner and are  
29 consistent with federal, state and county laws and regulations as well as HCA's policies and/or  
30 agreements with third party payers. This includes compliance with federal and state health care  
31 program regulations and procedures or instructions otherwise communicated by regulatory agencies  
32 including the Centers for Medicare and Medicaid Services or their agents.

33 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for  
34 payment or reimbursement of any kind.

35 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
36 fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes  
37 that accurately describe the services provided.

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

3 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training  
4 and Provider Compliance Training, where appropriate, available to Covered Individuals.

5 1. CONTRACTOR shall use its best efforts to encourage attendance by Covered Individuals.

6 2. Such training will be made available to Covered Individuals within ninety (90) calendar  
7 days of employment or engagement.

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

9 4. Each Covered Individual attending training shall certify, in writing, attendance at  
10 compliance training. ADMINISTRATOR shall retain the certifications.

#### 11 **IV. CONFIDENTIALITY**

12  
13 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
14 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
15 regulations, including USC 290dd- 2 (Confidentiality of Records), as they now exist or may hereafter be  
16 amended or changed.

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

#### 24 **V. COST REPORT**

25  
26 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar  
27 days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in  
28 accordance with all applicable federal, state and county requirements and generally accepted accounting  
29 principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost  
30 centers, services, and funding sources in accordance with such requirements and consistent with prudent  
31 business practice, which costs and allocations shall be supported by source documentation maintained  
32 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

36 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each  
37 business day after the above specified due date that the accurate and complete Cost Report is not

1 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The  
2 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
3 CONTRACTOR.

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

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

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

16 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
17 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR  
18 shall document that costs are reasonable and allowable and directly or indirectly related to the services  
19 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if  
20 any.

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

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

36 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
37 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim

1 //  
2 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided  
3 such payment does not exceed the Maximum Obligation of COUNTY.

4 F. The Cost Report shall contain the following attestation, which may be typed directly on or  
5 attached to the Cost Report:

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

15  
16 Signed \_\_\_\_\_  
17 Name \_\_\_\_\_  
18 Title \_\_\_\_\_  
19 Date \_\_\_\_\_"

20  
21 **VI. DELEGATION AND ASSIGNMENT**

22 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
23 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
24 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
25 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to  
26 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may  
27 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
28 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in  
29 part, without the prior written consent of COUNTY.

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

37 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,



1 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
 2 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
 3 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an  
 4 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this  
 5 paragraph shall be void.

## 7 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

8 CONTRACTOR warrants that it fully complies with all federal and state statutes and regulations  
 9 regarding the employment of aliens and others and that all its employees, subcontractors and consultants  
 10 performing work under this Agreement meet the citizenship or alien status requirement set forth in  
 11 federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and  
 12 consultants performing work hereunder, all verification and other documentation of employment  
 13 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
 14 Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they  
 15 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
 16 employees, subcontractors and consultants for the period prescribed by the law. CONTRACTOR shall  
 17 indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its  
 18 agents, officers, and employees from employer sanctions and any other liability which may be assessed  
 19 against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
 20 state statutes or regulations pertaining to the eligibility for employment of any persons performing work  
 21 under this Agreement.

## 23 **VIII. EQUIPMENT**

24 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as  
 25 moveable property of a relatively permanent nature with significant value. Equipment which costs five  
 26 thousand dollars (\$5,000) or over, including sales taxes, freight charges and other taxes are considered  
 27 fixed assets. Equipment which cost less than five thousand dollars (\$5,000), including sales taxes,  
 28 freight charges and other taxes are considered minor Equipment. The cost of Equipment purchased, in  
 29 whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally  
 30 accepted accounting principles.

31 B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
 32 COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR.  
 33 To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in  
 34 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment  
 35 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

36 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
 37 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY's

1 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for  
2 //  
3 review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and  
4 balance of undepreciated Equipment cost, if any.

5 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in  
6 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may  
7 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned  
8 Equipment to COUNTY.

9 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the  
10 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,  
11 CONTRACTOR must complete and submit to ADMINISTRATOR a "Notification of Location  
12 Change" form or "Surplus Requisition" form when items of Loaned Equipment are moved from one  
13 location to another or returned to COUNTY as surplus.

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

18  
19 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

25  
26 **X. INDEMNIFICATION AND INSURANCE**

27 A. CONTRACTOR agrees to indemnify, defend, and hold COUNTY, its elected and appointed  
28 officials, officers, employees, agents and those special districts and agencies for which COUNTY'S  
29 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any  
30 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to  
31 personal injury or property damage, arising from or related to the services, products or other  
32 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against  
33 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active  
34 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that  
35 liability will be apportioned as determined by the court. Neither party shall request a jury  
36 apportionment.

37 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,

1 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including  
2 defense costs, or liability of any kind or nature, including but not limited to personal injury or property  
3 damage, arising from or related to the services, products or other performance provided by COUNTY  
4 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court  
5 of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY  
6 and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party  
7 shall request a jury apportionment.

8 C. Each party agrees to provide the indemnifying party with written notification of any claim  
9 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days  
10 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,  
11 each party shall cooperate with the indemnifying party in its defense.

12 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-  
13 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of  
14 insurance covering its operations placed with reputable insurance companies in amounts as specified on  
15 Page 3 of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide  
16 evidence of such insurance.

17 E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with  
18 reputable insurance companies licensed to do business in the State of California which insures the perils  
19 of bodily injury, medical, professional liability, and property damage. Upon request by  
20 CONTRACTOR, COUNTY shall provide evidence of such insurance.

21 F. All insurance policies except Workers' Compensation, Employer's Liability, shall contain the  
22 following clauses:

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

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

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

30 G. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be  
31 mailed to COUNTY as referenced on Page 3 of this Agreement.

32  
33 **XI. INSPECTIONS AND AUDITS**

34 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
35 of the State of California, the Secretary of the United States Department of Health and Human Services,  
36 the Comptroller General of the United States, or any of their authorized representatives, shall have  
37 access to any books, documents, and records, including but not limited to, medical and Participant

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

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

10 C. AUDIT RESPONSE

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

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

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

28  
29 **XII. LICENSES AND LAWS**

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

37 B. CONTRACTOR shall comply with all applicable governmental laws, regulations and

1 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
2 requirements shall include, but not be limited to, the following:

3 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
4 Manual.

5 2. State of California, Department of Alcohol and Drug Programs, Drug Program Fiscal  
6 Systems Manual (DPFS Manual).

7 3. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
8 Program Certification Standards, July 1999.

9 4. State of California, Department of Alcohol and Drug Programs, Alcohol Services Reporting  
10 System (ASRS) Manual.

11 5. California Health and Safety Code, Divisions 10.5 and 10.6.

12 6. Code of Federal Regulations (CFR), Title 41; Title 42, Chapter 6.A, Subchapter III-A,  
13 Part D, §29dd-2(Confidentiality); Title 42, Chapter 42.

14 7. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.), as amended.

15 8. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70); the Office of Management and  
16 Budget (OMB) Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations” as  
17 amended.

18 9. Office of Management and Budget (OMB) Circulars A-110 and A-122.

19 10. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy  
20 Statement.

21 11. California Code of Regulations, Title 9, Division 4; and Title 22.

22 12. ADAMHA Reorganization Act (42 U.S.C.A. 290AA-290FF, 42 U.S.C.A. 285 and  
23 42 U.S.C.A. 300).

24 13. State of California, Department of Mental Health “Uniform Method of Determining Ability  
25 to Pay” (UMDAP).

26 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

29 a. In the case of an individual contractor, his/her name, date of birth, Social Security  
30 number, and residence address;

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

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

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

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

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

9  
10 **XIII. LITERATURE**

11 Any literature, including educational and promotional materials, distributed by CONTRACTOR for  
12 purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported  
13 by federal, state and county funds, as appropriate. For the purposes of this Agreement, distribution of  
14 such literature shall include written materials as well as electronic media such as the Internet.  
15 CONTRACTOR shall also clearly explain through written materials that there shall be no unlawful use  
16 of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in  
17 California Health and Safety Code, Section 11999.

18  
19 **XIV. MAXIMUM OBLIGATION**

20 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
21 Agreement and the separate Maximum Obligations for ADAS Prevention Services, ADAS Outpatient  
22 Services, and CalWORKs Outpatient Services are as specified on Page 3 of this Agreement.

23 B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,  
24 ADMINISTRATOR may increase or decrease the ADAS Prevention Services, ADAS Outpatient  
25 Services, and CalWORKs Outpatient Services Maximum Obligations, provided the total of these  
26 Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified on  
27 Page 3 of this Agreement.

28  
29 **XV. NONDISCRIMINATION**

30 **A. EMPLOYMENT**

31 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated  
32 during employment, without regard to their ethnic group identification, race, religion, ancestry, color,  
33 creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or  
34 physical or mental disability. Such action shall include, but not be limited to the following:  
35 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or  
36 termination; rate of pay or other forms of compensation; and selection for training, including  
37 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for

1 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
2 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

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

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

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

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

- 37 a. In those cases where the participant's complaint is filed initially with the Office for

1 Civil Rights (Office), the Office may proceed to investigate the participant's complaint, or the Office  
2 may request COUNTY to conduct the investigation.

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

6 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of  
7 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in  
8 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),  
9 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs  
10 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

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

## 20 **XVI. NOTICES**

21  
22 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
23 authorized or required by this Agreement shall be effective:

- 24 1. When written and deposited in the United States mail, first class postage prepaid and  
25 addressed as specified on Page 3 of this Agreement, or as otherwise directed by ADMINISTRATOR;  
26 2. When FAXed, transmission confirmed;  
27 3. When sent by electronic mail; or  
28 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
29 Service, or other expedited delivery service.

30 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as  
31 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,  
32 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other  
33 expedited delivery service.

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



1 D. In the event of a death, notification shall be made in accordance with the Notification of Death  
2 paragraph of this Agreement.

3 //

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

6  
7 **XVII. NOTIFICATION OF DEATH**

8 **A. NON-TERMINAL ILLNESS DEATH**

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

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

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

19 **B. TERMINAL ILLNESS DEATH**

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

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

30  
31 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

36 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records  
37 by outpatient medical facilities.

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

3 //

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

6 4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

7 5. State of California, Health and Safety Code §§123100 – 123149.5.

8 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,  
9 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

10 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
11 preparation, and confidentiality of records related to participant, client and/or patient records are met at  
12 all times.

13 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the  
14 definition of medical records and identified this new record set as a Designated Record Set (DRS).  
15 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

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

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

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

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

33 I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
34 may provide written approval to CONTRACTOR to change the record location criteria.

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

37

**XIX. REVENUE**

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

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

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

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

**XX. SEVERABILITY**

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

**XXI. SPECIAL PROVISIONS**

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

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
2. Providing inpatient hospital services or purchasing major medical equipment.
3. Satisfying any expenditure of non-Federal funds as a condition for the receipt of Federal funds (matching).
4. Making cash payments to intended recipients of services through this Agreement.
5. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C.A Section 1352 (e.g.

1 limitation on use of appropriated funds to influence certain federal contracting and financial  
2 transaction).

3 7. Paying an individual salary or compensation for services at a rate in excess of the salary  
4 schedule specified by the U.S. office of Personnel Management.

5 8. Supplanting current funding for existing services.

6 9. Fundraising.

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

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

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

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

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

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

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

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

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

26  
27 **XXII. STATUS OF CONTRACTOR**

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

1 be COUNTY employees.

2 //

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4 //

5 **XXIII. TERM**

6 The term of this Agreement shall commence and terminate as specified on Page 3 of this  
7 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,  
8 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,  
9 including but not limited to, obligations with respect to confidentiality, indemnification, audits,  
10 reporting, and accounting.

11 **XXIV. TERMINATION**

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

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

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

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

34 **D. CONTINGENT FUNDING**

- 35 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 36 a. The continued availability of federal, state and county funds for reimbursement of  
37 COUNTY's expenditures, and



1 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
2 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
3 Agreement.

4 //

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

7  
8 MARIPOSA WOMEN AND FAMILY CENTER

9  
10 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

11  
12 TITLE: \_\_\_\_\_

13  
14  
15 COUNTY OF ORANGE

16  
17  
18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

19 CHAIRMAN OF THE BOARD OF SUPERVISORS

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

25  
26 \_\_\_\_\_ DATED: \_\_\_\_\_

27 DARLENE J. BLOOM  
28 Clerk of the Board of Supervisors  
29 of Orange County, California

30 APPROVED AS TO FORM:  
31 OFFICE OF THE COUNTY COUNSEL  
32 ORANGE COUNTY, CALIFORNIA

33  
34 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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



1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 ALCOHOL AND DRUG ABUSE OUTPATIENT SERVICES WITH  
4 MARIPOSA WOMEN AND FAMILY CENTER  
5 JULY 1, 2008 THROUGH JUNE 30, 2009

6  
7 **I. DEFINITIONS**

8 The parties agree to the following terms and definitions, and to those terms and definitions which,  
9 for convenience, are set forth elsewhere in this Agreement.

10 A. Alcohol and Drug Abuse Unit of Service means a face-to-face contact which results in a record  
11 of a therapeutic experience in a Participant's chart.

12 B. CalOMS means the California Outcomes Measurement System which is a statewide  
13 participant-based data collection and outcomes measurement system as required by the State  
14 Department of Alcohol and Drug Programs to effectively manage and improve the provision of alcohol  
15 and other drug services at the State, County, and provider levels.

16 C. CalWORKs means California Work Opportunity and Responsibility for Kids program  
17 implemented by COUNTY's Social Services Agency after passage of AB 1542 regarding welfare  
18 reform.

19 D. CalWORKs Child Welfare Behavioral Health Services: Therapeutic interventions to protect the  
20 children's welfare and to promote their healthy development in their family home. There are two types  
21 of Child Welfare Behavioral Health Services:

22 1. Mutual Participant (MC): Services provided to families who are receiving CalWORKs  
23 funding and Family Maintenance (FM) services through the Social Services Agency's Children and  
24 Family Services Program. These families may be voluntarily receiving FM services or the children may  
25 remain in their home under the supervision of the Juvenile Court.

26 2. Family Reunification (FR): Services with a mandated goal ordered by the Juvenile Court.  
27 FR services are limited to parents of children who are receiving CalWORKs funding when their  
28 children are placed in the custody of the Juvenile Court.

29 E. CalWORKs Team means the COUNTY unit responsible for Outreach, Assessment, Referral  
30 and Network Coordination for persons enrolled in the CalWORKs program.

31 F. Client Evaluation of Self at Intake (CESI) and Client Evaluation of Self and Treatment (CEST)  
32 are self-administered survey instruments designed to assess participants' motivation for change,  
33 engagement in treatment, social and peer support, and other psychosocial indicators of progress in  
34 recovery.

35 G. DATAR means the Drug Abuse Treatment Access Report as required by the State Department  
36 of Alcohol and Drug Programs.

37 //

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

6 I. Mental Health Unit of Service means one (1) minute of contact with the Participant which  
7 results in a record of a therapeutic experience in a Participant's chart.

8 J. Participant means a person who has an alcohol and/or drug problem, or who has enrolled in the  
9 CalWORKs program, who has been referred by COUNTY's CalWORKs Team and who has substance  
10 abuse, mental health, domestic violence or other problems that act as barrier(s) to employment, for  
11 whom a COUNTY-approved intake process and admission for outpatient services has been completed  
12 pursuant to this Agreement.

13 K. Prevention Unit of Service means any activity as described, or otherwise further defined, in  
14 subparagraph VI.B.1.

15 L. Prevention Workshop means a group presentation of alcohol or drug abuse related information  
16 conducted by CONTRACTOR. The duration of this group presentation shall be at least thirty (30)  
17 minutes.

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

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**II. BUDGET**

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

	<u>Prevention</u>	<u>Outpatient</u>	<u>Outpatient CalWORKs</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COST</b>				
Salaries	<del>\$ 6,755.90</del>	<del>\$ 59,447.00</del>	\$	<del>\$ 66,202.90</del>
	<u>\$ 6,756</u>	<u>\$59,447</u>		<u>\$ 66,203</u>
Benefits	<del>1,080.94</del>	<del>9,512.00</del>		<del>10,592.94</del>
	<u>1,081</u>	<u>9,512</u>		<u>10,593</u>
Services and Supplies	<del>900.00</del>	<del>5,619.00</del>		<del>6,519.00</del>
	<u>690</u>	<u>5,241</u>		<u>5,931</u>
Indirect Costs			<del>62,135.11</del>	<del>62,135.11</del>
			<u>61,277</u>	<u>61,277</u>
<b>SUBTOTAL ADMIN COST</b>	<del>\$ 8,736.84</del>	<del>\$ 74,578.00</del>	<del>\$ 62,135.11</del>	<del>\$145,449.95</del>
	<u>\$ 8,527</u>	<u>\$ 74,200</u>	<u>\$ 61,277</u>	<u>\$144,004</u>
<b>PROGRAM COST</b>				
Salaries	<del>\$21,729.24</del>	<del>\$176,390.00</del>	<del>\$265,427.57</del>	<del>\$463,546.81</del>
	<u>\$ 21,729</u>	<u>171,121</u>	<u>261,409</u>	<u>454,259</u>
Benefits	<del>3,476.68</del>	<del>28,222.00</del>	<del>42,468.41</del>	<del>74,167.09</del>
	<u>3,477</u>	<u>26,446</u>	<u>41,268</u>	<u>71,191</u>
Services and Supplies	<del>7,000</del>	<del>42,938.00</del>	<del>106,338.10</del>	<del>156,276.10</del>
	<u>5,391</u>	<u>41,533</u>	<u>105,838</u>	<u>152,762</u>
Subcontracts				
<b>SUBTOTAL PROGRAM COST</b>	<del>\$32,205.92</del>	<del>\$247,550.00</del>	<del>\$414,234.08</del>	<del>\$693,990.00</del>
	<u>\$30,597</u>	<u>\$239,100</u>	<u>\$408,515</u>	<u>\$678,212</u>
<b>GROSS COST</b>	<del>\$40,942.76</del>	<del>\$322,128.00</del>	<del>\$476,369.19</del>	<del>\$839,439.95</del>
	<u>\$39,124</u>	<u>\$313,300</u>	<u>\$469,792</u>	<u>\$822,216</u>
<b>REVENUE</b>				
Participant Fees	\$	<del>\$ 26,000.00</del>	\$	<del>\$ 26,000.00</del>
		<u>\$ 26,500</u>		<u>\$ 26,500</u>
Donations	<del>9,214.76</del>	<del>101,861.00</del>	<del>19,330.19</del>	<del>130,405.95</del>

	<u>7,396</u>	<u>92,533</u>	<u>19,334</u>	<u>119,263</u>
SUBTOTAL REVENUE	<del>\$ 9,214.76</del>	<del>\$127,861.00</del>	<del>\$ 19,330.19</del>	<del>\$156,405.95</del>
	<u>\$ 7,396</u>	<u>\$119,033</u>	<u>\$19,334</u>	<u>\$145,763</u>
NET COST	<del>\$31,728.00</del>	<del>\$194,267.00</del>	<del>\$457,039.00</del>	<del>\$683,034.00</del>
	<u>\$31,728</u>	<u>\$194,267</u>	<u>\$450,458</u>	<u>\$676,453</u>

B. Any increases or decreases to the budget must be approved, in advance and in writing, by ADMINISTRATOR.

### **III. PAYMENTS**

A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of fifty-six thousand nine hundred and twenty dollars (\$56,920) per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Total Maximum Obligations as set forth on Page 3 of this Agreement; and, provided further, CONTRACTOR's costs are reimbursable pursuant to county, state and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.

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

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) business day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-

1 one (21) calendar days after receipt of the correctly completed billing form.

2 C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source  
3 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
4 canceled checks, receipts, receiving records, and records of services provided.

5 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
6 with any provision of the Agreement.

7 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
8 and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or  
9 specifically agreed upon in a subsequent Agreement.

10  
11 **IV. RECORDS**

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

15 //

16 //

17 1. Treatment plans, records of Participant interviews, progress notes, and records of services  
18 provided by various personnel which shall be documented within thirty (30) calendar days in the  
19 Participant's record.

20 2. An admission record, which shall include documentation that outpatient treatment services  
21 are appropriate for the Participant. Such documentation, made within thirty (30) calendar days of  
22 admission for outpatient treatment services, shall specify alcohol and/or other drugs used and identify  
23 the social, psychological, physical, and/or behavioral problems related to alcohol and/or other drug use.  
24 Said admission record for CalWORKs Participants shall also specify living impairments related to  
25 mental health, dual diagnosis, and/or domestic violence issues, when appropriate.

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

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

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

36 3. The Participant eligibility determination and fee charged to and collected from Participants,  
37 together with a record of all billings rendered and revenues received from any source on behalf of

1 Participants treated pursuant to this Agreement, must be reflected in CONTRACTOR's financial  
2 records.

3  
4 **V. REPORTS**

5 **A. MONTHLY PROGRAMMATIC**

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

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

16 //

17 **B. FISCAL**

18 1. CONTRACTOR shall submit monthly expenditure and Revenue Reports to  
19 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by  
20 ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's  
21 program(s) or cost center(s) described in the Services paragraph of Exhibit A to this Agreement. The  
22 reports shall be received by ADMINISTRATOR no later than fifteen (15) calendar days following the  
23 end of the month reported.

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

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

36 **D. MONTHLY DATAR -** CONTRACTOR shall provide reports under the DATAR, and/or any  
37 other State Department of Alcohol and Drug Programs Reporting System in a manner prescribed by

1 ADMINISTRATOR, no later than the fifth (5th) business day of the month following the report month.

2 E. QUARTERLY PREVENTION ACTIVITIES DATA SYSTEM (PADS) – As mandated by the  
3 California State Department of Alcohol and Drug Programs (ADP), CONTRACTOR shall submit  
4 quarterly, a PADS report capturing quantitative information on services provided. CONTRACTOR  
5 shall use the PADS report format provided by ADMINISTRATOR.

6 F. CalWORKs REPORTS – CONTRACTOR shall provide the following reports in support of  
7 CalWORKs services. These reports shall be on a form approved or provided by ADMINISTRATOR.

8 1. Behavioral Health Response Forms – Completed for each Participant upon Admission,  
9 Discharge and for each month of service. These reports are reviewed by CONTRACTOR’s supervisor  
10 of CalWORKs staff and forwarded to the CalWORKs Regional Program Coordinator by the seventh  
11 (7th) calendar day of the month following the report month.

12 2. Monthly Contract Report – Count of Admissions, Discharges, End of the Month Caseloads  
13 Unit of Service, staffing and program changes. The report shall be submitted as directed by  
14 ADMINISTRATOR by the twelfth (12th) calendar day of the month following the report month.

15 3. Monthly Services Report – Service and performance measures in six categories:  
16 Admissions, Services, Case Management, Impairments, Discharges, and Outcomes. This report shall be  
17 submitted as directed by ADMINISTRATOR by the twelfth (12th) calendar day of the month following  
18 the report month.

19 4. Child Care Log – A log showing name of CalWORKs participant, name of child/children,  
20 date and time signed in, date and time signed out and name of childcare worker.

21 G. For services provided to Child Welfare participants receiving CalWORKs Services In-Office  
22 Counseling, the following reports shall be completed:

- 23 1. Assessment and Treatment Plan,
- 24 2. Progress Report,
- 25 3. Termination Report.

26 H. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by  
27 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.  
28 ADMINISTRATOR will be specific as to the nature of information requested and the timeframe the  
29 information is needed.

## 30 **VI. SERVICES**

31  
32 A. FACILITY - CONTRACTOR shall provide Prevention, Behavioral Health Outpatient, and  
33 Behavioral Health Outpatient CalWORKs Services at 812 Town and Country Road, Orange, California,  
34 or at any other facility approved in advance, in writing, by ADMINISTRATOR.

35 1. CONTRACTOR’s facility for Outpatient services shall operate, at least, Monday through  
36 Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or  
37 weekends, when necessary to accommodate working Participants unable to participate during regular

1 daytime hours.

2 2. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule.

3 B. PERSONS TO BE SERVED

4 1. PRIMARY PREVENTION SERVICES - CONTRACTOR shall provide Alcohol and Drug  
5 Abuse primary prevention services to persons ages twelve (12) years or older, who are not identified as  
6 in need of treatment, as defined in the Federal Register.

7 2. BEHAVIORAL HEALTH OUTPATIENT SERVICES - CONTRACTOR shall serve adult  
8 women, ages eighteen (18) years or older, with a short or a long-term problem with alcohol and/or drug  
9 abuse, and who require treatment.

10 3. CalWORKs SERVICES

11 a. CONTRACTOR shall provide Outpatient services to all qualified CalWORKs  
12 Participants, ages eighteen (18) years or older, living in Orange County.

13 b. CONTRACTOR shall provide these services to persons to who meet one of the  
14 following criteria:

- 15 1) Person referred by CalWORKs Team for alcohol and/or other drug abuse services.
- 16 2) Person referred by CalWORKs Team for mental health services.
- 17 3) Family member of person referred by CalWORKs Team for services in VI.B.3.b.1)

18 or VI.B.3.b.2), above.

19 4. Persons having a concurrent diagnosis of mental illness will be served in accordance with  
20 Federal Substance Abuse Prevention, and state and county regulations.

21 C. UNITS OF SERVICE

22 1. CONTRACTOR shall provide the following Alcohol and Drug Abuse Units of Service:

<u>SERVICE</u>	<u>UNITS</u>
Outpatient/Individual-Family	2,000
Outpatient/Group	2,650
Prevention	<u>130</u>
TOTAL	4,780

23  
24  
25  
26  
27  
28  
29  
30 2. CONTRACTOR and ADMINISTRATOR shall evaluate the Units of Service within six (6)  
31 months of the start of this Agreement, and CONTRACTOR and ADMINISTRATOR may mutually  
32 agree, in writing, to adjust the Units of Service set forth in subparagraph VI.C.1., above.

33 3. BEHAVIORAL HEALTH OUTPATIENT AND CalWORKs SERVICES - Guidelines for  
34 reporting Behavioral Health Outpatient units of service are as follows:

35 a. The unit count for individual and group therapy must include justification in the chart  
36 that a therapeutic experience was provided.

37 b. The unit count for group therapy is based on the number of Participants in the group.



1 [i.e., a group therapy session with four (4) Participants would be counted as four (4) units].

2 c. Family members of Participants admitted to the program and currently receiving  
3 services, may be seen, with or without the Participant present, and be counted as a unit of service.  
4 ADMINISTRATOR acknowledges that units of service provided to family members are documented  
5 and counted as units of service but that they will not be reflected in the COUNTY's caseload.

6 4. BEHAVIORAL HEALTH OUTPATIENT SERVICES

7 a. CONTRACTOR shall maintain an average monthly caseload of no less than  
8 twenty-five (25) Participants per Counselor Full Time Equivalent (FTE), moving toward a goal of  
9 thirty-five (35) Participants per Counselor FTE. An FTE shall be equal to an average of forty (40) hours  
10 worked per week.

11 b. Documentation in the Participant's record shall be present to justify more than one (1)  
12 unit in the day.

13 c. When a Participant is seen for services and returns in crisis in the same day, two (2)  
14 units may be claimed since this represents two (2) separate visits.

15 //

16 //

17 5. CalWORKs SERVICES

18 a. CONTRACTOR shall maintain an average monthly caseload of thirty-five (35)  
19 CalWORKs Participants per clinical/counseling FTE. CONTRACTOR shall make every effort to  
20 maintain an average monthly caseload of 120 Outpatient CalWORKs Participants. The parties  
21 understand that this program caseload is dependent upon COUNTY CalWORKs Team referrals. The  
22 parties understand further that ADMINISTRATOR will review services provided quarterly and upon  
23 mutual written agreement, units of service may be adjusted based on CONTRACTOR's actual  
24 experience.

25 b. CONTACTOR shall provide a minimum of 100 Standard Treatment Units (STUs) per  
26 month or 1,200 STUs per year per FTE of direct mental health clinician time, which shall include  
27 mental health, case management and crisis intervention. One (1) STU shall be equal to one (1) hour.  
28 CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to  
29 exceed this minimum.

30 c. CONTRACTOR shall report Alcohol and Drug Units of Service as number of  
31 face-to-face contacts and Mental Health Units of Service as number of minutes.

32 d. For Period One, CONTRACTOR shall provide thirty-five (35) hours of individual and  
33 group Occupational Therapy services per week to CalWORKs Behavioral Health participants. At least  
34 one (1) hour per week of these services will be collaboratively provided with each of the CalWORKs  
35 Behavioral Health Contractors. At least fifty percent (50%) of Occupational Therapy services provided  
36 by CONTRACTOR will be Supported Employment services.

37 D. SERVICES TO BE PERFORMED

1 1. PRIMARY PREVENTION SERVICES - For Period One and Period Two, Primary  
2 Prevention Services shall be provided to individuals not identified as in need of treatment, with the  
3 goals of reducing risk factors of and strengthening protective factors against substance use and abuse in  
4 Participants served. The Primary Prevention services shall be in compliance with the Strategic  
5 Prevention Framework (SPF).

6 a. Primary Prevention Services shall include the following strategies:

7 1) Education and Training – CONTRACTOR shall provide education services  
8 through educational workshops, which aim to affect critical life and social skills including decision-  
9 making, refusal skills, critical analysis, and systematic judgment abilities. These services involve  
10 two-way communication and interaction between the educator/facilitator and the Participants, which  
11 serve as the basis of its activities.

12 a) CONTRACTOR shall provide eight (8) workshop series of which each  
13 workshop series shall be six (6) to eight (8) weeks in length.

14 b) CONTRACTOR shall conduct pre and post test evaluation tools to measure  
15 awareness and knowledge of the dangers, risks and protective factors related to substance use and abuse.  
16 Data received shall be compiled and analyzed to measure effectiveness of raising the awareness levels.

17 c) The evaluation tools shall be on a form approved or provided by  
18 ADMINISTRATOR.

19 2) Community-Based Process – CONTRACTOR shall conduct outreach to  
20 community groups and key stakeholders as a means of building a collaborative effort to raise the  
21 awareness, cooperation, and interest in and commitment for the need and importance of drug, alcohol  
22 and tobacco use prevention. CONTRACTOR shall participate in seven (7) collaborative/coalition  
23 building interactions per month, from July 2008 through December 2008.

24 3) Information Dissemination – CONTRACTOR shall provide prevention information  
25 to community service agencies to disseminate to the targeted group to increase knowledge and  
26 awareness of the nature and extent of alcohol, tobacco and drug use, abuse and addiction; the effects on  
27 individuals, families and communities; and available prevention programs and services. Information  
28 dissemination is characterized by one-way communication from the source to the audience, with limited  
29 interaction between the two.

30 b. Primary Prevention Services may include the following strategies:

31 1) Environmental Change – CONTRACTOR may work toward establishing or  
32 changing written and unwritten community standards, codes, and attitudes through:

33 a) Legal and Regulatory Initiatives by reviewing and developing  
34 recommendations to change existing laws and regulations (formal policies) that contribute to  
35 community ATOD problems, in areas such as conditional use permits to allow some local control on  
36 alcohol outlets, and formal appeals to enact state law to ban alcoholic beverages marketed to underage  
37 youth.

1                   b) Service and Action-Oriented Initiatives by reviewing and developing  
2 recommendations to change existing informal social policies that contribute to ATOD-related problems  
3 in areas such as social host policies and practices, responsible beverage service training, designated  
4 driver programs, drug-free workplace education programs, and apartment manager policies.

5                   2) Alternative Activities – CONTRACTOR may facilitate participation of target  
6 populations in activities that exclude ATOD, such as neighborhood enhancement activities, such as  
7 neighborhood clean-up campaigns or development of community youth centers; and social and  
8 recreational activities, such as ATOD-free dances or organized after-school sports events. Alternative  
9 activities must be linked to other community efforts, especially environmental change and  
10 community-based process, to be effective.

11                   c. Performance Objective Measures - CONTRACTOR shall achieve performance  
12 objective measures by December 31, 2008, tracking and reporting Performance Outcome Objective  
13 statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that  
14 alterations may be necessary to the following services to meet the objectives, and, therefore, revisions  
15 may be implemented by mutual written agreement between CONTRACTOR and ADMINISTRATOR.  
16 At least seventy-five percent (75%) of Participants shall demonstrate the following:

17 //

18                   1) Increased awareness of the dangers associated with substance use and abuse as  
19 measured by evaluation tools.

20                   2) Increased knowledge and awareness of risk and protective factors associated with  
21 substance use and abuse as measured by evaluation tools.

22                   d. Evaluation – CONTRACTOR shall solicit data and feedback from community groups  
23 and workshop Participants in the areas of needs met, level of Participant satisfaction, outcomes and  
24 suggested modification. Data received shall be compiled and analyzed to monitor, evaluate, sustain and  
25 improve, if necessary, the prevention services.

26                   2. BEHAVIORAL HEALTH OUTPATIENT SERVICES shall include, but not be limited to:  
27 a structured sequence of alcohol and drug abuse education, treatment planning, group and individual  
28 counseling. The maximum duration of this program shall be six (6) months with a less intensive  
29 aftercare program of a second maximum of six (6) months duration available to program graduates,  
30 unless approved in writing by ADMINISTRATOR for extension in treatment.

31                   a. CONTRACTOR's program shall include an introduction to Narcotics Anonymous or  
32 Alcoholics Anonymous "Step Study" or other appropriate twelve (12) step programs. It may include  
33 activities designed to enhance skills in dealing with social services, legal/judicial, and employment  
34 services within Orange County.

35                   b. CRISIS INTERVENTION - CONTRACTOR shall provide emergency assessment and  
36 counseling with the Participant and/or family member(s) in a crisis situation.

37                   c. ASSESSMENT – CONTRACTOR shall provide a standardized, comprehensive risk

1 and needs assessment to each Participant to assess both alcohol and drug abuse history, family history,  
2 mental and emotional status, educational legal status and vocational background as well as daily living  
3 skills, stress management, literacy, employment, education and money management. Assessment tools  
4 may include Addiction Severity Index (ASI), CalOMS or any other assessment tool that is completed  
5 and signed by participant and by staff, as approved by ADMINISTRATOR.

6 d. TREATMENT PLAN – CONTRACTOR shall develop an individualized treatment  
7 plan with each Participant within thirty (30) calendar days of admission into the Program, which shall  
8 be based upon the Participant’s needs identified in the assessment process. Each treatment plan shall  
9 include identification of a minimum of three (3) problem areas, one of which shall be a drug and/or  
10 alcohol problem, including long term and short term individualized goals for addressing the identified  
11 needs, action steps, target dates and dates of resolution. Every thirty (30) days, CONTRACTOR shall  
12 review with the Participant, and document in progress notes the Participant’s progress on the treatment  
13 plan. CONTRACTOR shall update the treatment plan when a change in problem identification, focus of  
14 recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the initial  
15 treatment plan, and no later than every ninety (90) calendar days thereafter, whichever comes first.

16 e. INDIVIDUAL COUNSELING - CONTRACTOR shall provide short or long-term  
17 counseling to Participant in need of individualized attention. Counseling shall be culturally appropriate  
18 to Participants’ needs. Participant with special needs such as persons living with Human  
19 Immunodeficiency Virus (HIV) disease will be counseled by appropriately trained staff.

20 f. GROUP COUNSELING - CONTRACTOR shall provide counseling within a group to  
21 Participants determined appropriate for group sessions. Topics for discussion shall include but not be  
22 limited to, the following:

23 1) Personal values, social relations, family functioning, vocational pursuits, coping  
24 mechanisms and related issues.

25 2) Effects of substance abuse on personal and social functioning, establishing a  
26 drug-free lifestyle and alcohol and drug education.

27 3) Mechanisms for building self-esteem, value clarification and personal  
28 assertiveness.

29 4) Cultural and acculturation issues.

30 5) HIV disease issues.

31 g. COLLATERAL FAMILY COUNSELING - CONTRACTOR shall provide, as  
32 appropriate, individual and group sessions for family members of a Participant admitted to the program  
33 and currently receiving treatment, with or without the Participant present, to deal with family dynamics,  
34 which, if unchecked, could contribute to the Participant's relapse, and potential or actual abuse  
35 elsewhere in the family system.

36 h. RELAPSE PREVENTION - CONTRACTOR shall provide unlimited individual and  
37 group sessions for a Participant to reinforce sobriety status, regardless of Participant's position in phase

1 structure of program or during follow up.

2 i. CASE MANAGEMENT - CONTRACTOR shall provide Case Management services  
3 which include the process of identification, assessment of need, planning, coordination and linking,  
4 monitoring and continuous evaluation of Participant and of available resources, and advocacy through a  
5 process of casework activities in order to achieve the best possible resolution to individual needs in the  
6 most effective way possible.

7 j. REFERRAL AND FOLLOW-UP - CONTRACTOR shall provide effective linkage of  
8 a Participant to other ancillary services with follow-up to be provided within one (1) week of referral to  
9 ensure that the Participant has contacted the referred service. Referrals shall also be made for  
10 individuals having special needs, such as persons living with HIV disease. Referrals shall be sensitive  
11 to the Participant's cultural needs.

12 k. CRISIS HELPLINE - CONTRACTOR shall provide a twenty-four (24) hour helpline  
13 to provide Participants access to a counselor or information and referrals to community resources.

14 l. CONTRACTOR shall provide at a minimum, on site or by referral, child care and  
15 outpatient prenatal and postpartum medical care, pediatric care, vocational/educational services and  
16 child care.

17 //

18 m. ADMISSIONS FOR BEHAVIORAL HEALTH OUTPATIENT SERVICES

19 1) CONTRACTOR shall accept any person who is physically and mentally able to  
20 comply with the program's rules and regulations. Said persons shall include persons living with  
21 HIV disease, as well as persons with a concurrent diagnosis of mental illness, i.e., those identified as  
22 having a dual diagnosis. Dually diagnosed persons and others who require prescribed medication shall  
23 not be precluded from acceptance or admission solely based on their licit use of prescribed  
24 medication(s).

25 2) CONTRACTOR shall have a policy that requires Participants who show signs of  
26 any communicable disease, or through medical disclosure during the intake process admitting to a  
27 health related problem that would put others at risk, to be cleared medically before services are provided  
28 by the program.

29 3) Participants shall attend an orientation session within seventy-two (72) hours of  
30 admission which shall describe the functions and requirements of the program.

31 4) ADMISSION POLICY - CONTRACTOR shall establish and make available to the  
32 public, a written admission policy which shall include, but not be limited to the following treatment  
33 priorities:

- 34 a) First priority for admission shall be given to pregnant injection drug users;  
35 b) Second priority for admission is pregnant substance abusers;  
36 c) Third priority for admission is injection drug users;  
37 d) All other substance abusers are next in priority for admission;

1           5) CONTRACTOR shall grant priority in admissions to persons referred by  
2 ADMINISTRATOR.

3           6) CONTRACTOR's Admission Policy shall reflect all applicable federal, state and  
4 county regulations.

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

8           n. DRUG SCREENING

9           1) CONTRACTOR shall have a written policy and procedure statement regarding  
10 drug screening that includes frequency of such testing. For those situations where alcohol and/or drug  
11 screening is deemed appropriate and necessary, CONTRACTOR shall:

12           a) Establish procedures that protect against the falsification and/or contamination  
13 of any body specimen sample collected for drug screening; and:

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

15           2) In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory  
16 for drug screening purposes, CONTRACTOR shall collect samples from Participants in the Outpatient  
17 Programs, with approval of COUNTY. Such testing shall be provided at COUNTY's expense.

18           3) CONTRACTOR shall label and deliver samples to COUNTY's Alcohol and Drug  
19 Abuse Services program site(s) specified by ADMINISTRATOR or mail samples to a licensed  
20 laboratory which address shall be provided by ADMINISTRATOR.

21           4) In the event that any Participant of CONTRACTOR receives a drug test result  
22 indicating any substance use, CONTRACTOR shall formulate and implement a plan of corrective action  
23 which shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR  
24 within two (2) business days of receipt of such drug test results and the corrective action to be taken by  
25 the Participant.

26           o. OUTREACH ACTIVITIES - CONTRACTOR shall perform ADAS outreach activities  
27 for the purpose of encouraging individuals in need of alcohol and/or drug abuse treatment services to  
28 undergo such treatment.

29           p. CONTRACTOR shall achieve performance objectives by June 30, 2009, tracking and  
30 reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.  
31 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the  
32 objectives, and, therefore, revisions to objectives and services may be implemented by mutual  
33 agreement between CONTRACTOR and ADMINISTRATOR.

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

37           a) Retention Rates shall be calculated by using the number of Participants

1 remaining in the treatment program divided by the total number of Participants served during the  
2 evaluation period.

3                   b) Completion Rates shall be calculated by using the number of Participants  
4 successfully completing the treatment program divided by the total number of Participants served during  
5 the evaluation period.

6                   2) Objective 2: CONTRACTOR shall obtain from eighty percent (80%) of  
7 Participants, the completed CESI within thirty (30) calendar days of admission, and the CEST shall be  
8 completed at mid-point and discharge for those Participants receiving at a minimum forty-five (45)  
9 calendar days of treatment.

10                   a) CONTRACTOR shall ensure that surveys are completed by designated  
11 Participants, timely and accurately, including but not limited to, ensuring surveys contain provider  
12 number, Participant ID number, responses to all psychosocial questions, responses for other important  
13 Participant and CONTRACTOR information, and fields are filled and/or marked appropriately.

14                   b) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the  
15 originals to ADMINISTRATOR for the COUNTY, once a month, on the tenth (10th) business day of  
16 each month.

17 //

18                   c) CONTRACTOR shall maintain the photocopies of the CESI and CEST  
19 documents in Participant files.

20                   d) CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission,  
21 reporting, scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now  
22 exist or as they may be revised and/or amended in the future, for the review, use, and analysis of the  
23 CESI and CEST.

24                   3. CalWORKs SERVICES – CONTRACTOR shall provide comprehensive Behavioral Health  
25 services specifically targeted to CalWORKs Participants as indicated in the COUNTY’s CalWORKs  
26 Team referral forms. When appropriate, all services to CalWORKs Participants shall be vocationally  
27 oriented. It is understood by the parties that Participants in the CalWORKs program will have one or  
28 more Behavioral Health problems, for example, mental health, substance abuse, dual diagnosis,  
29 domestic violence, and/or child welfare that impair their ability to obtain and maintain employment.

30                   a. ASSESSMENT AND EVALUATION SERVICES – CONTRACTOR shall provide an  
31 evaluation of the Participant’s mental status, community functioning and vocational abilities.

32                   b. BEHAVIORAL HEALTH EDUCATION

33                   1) As part of the evaluation process, CONTRACTOR shall provide a series of  
34 educational classes for the purpose of informing Participant’s about the relationship of their mental  
35 illness and/or substance abuse symptoms and their functioning.

36                   2) During the Behavioral Health Education process, CONTRACTOR shall provide  
37 additional on-going assessment of the Participant.

1           3) COUNTY's CalWORKs Team shall provide CONTRACTOR specific training  
2 regarding the content of these classes or sessions and the concurrent on-going assessment requirements.

3           c. INDIVIDUAL, COUPLES AND FAMILY THERAPY – CONTRACTOR shall  
4 provide therapeutic interventions consistent with the treatment plan and the Participant's vocational  
5 goals. CONTRACTOR shall provide such services to Participants individually, with the Participant's  
6 significant other (Couples), or to a Participant's family.

7           d. GROUP THERAPY – CONTRACTOR shall establish groups as appropriate to meet  
8 the needs of these Participants. Groups for Participants may include, but not be limited to, recovery,  
9 relapse prevention, dual diagnosis, coping skills, life management, communication skills, women's  
10 issues, domestic violence, parenting skills/issues and job retention. Parenting classes or groups shall be  
11 provided pursuant to the CalWORKs Parenting Curriculum which meets the state Welfare and  
12 Institution Code and COUNTY standards.

13           e. DUAL DIAGNOSIS SERVICES – CalWORKs Participants referred to  
14 CONTRACTOR may have a concurrent mental illness and substance abuse problem. The primary  
15 diagnosis for these Participants shall not be a factor in CONTRACTOR's acceptance of these  
16 Participants; therefore, CONTRACTOR shall be expected to provide services to both Participants with  
17 either a primary diagnosis of mental illness or a primary diagnosis of substance abuse. CONTRACTOR  
18 shall provide both rehabilitative and recovery services to such Participants and ensure that such services  
19 address the relationship between these two (2) diagnoses.

20           f. DOMESTIC VIOLENCE COUNSELING – When indicated, CONTRACTOR shall  
21 provide therapeutic interventions which focus primarily on the Participant's experience and/or exposure  
22 to domestic violence.

23           1) CONTRACTOR shall serve both the victim and the perpetrator when the family is  
24 working to stay together or reunify. If the perpetrator has moved out of the Participant's household and  
25 there is no intent for reconciliation, then there is no basis to provide services to the perpetrator.

26           2) Domestic Violence Counseling is intended to eliminate physical, sexual, emotional,  
27 and fiduciary abuse in the marital relationship. The primary goal of these services is to protect the  
28 victim from further harm.

29           3) Issues of substance abuse and mental illness must be addressed throughout  
30 treatment.

31           g. OCCUPATIONAL THERAPY SERVICES - When indicated, CONTRACTOR shall  
32 provide specialized Occupational Therapy services to CalWORKs Participants. These services shall be  
33 available to all CalWORKs Participants at their primary service sites in collaboration with the other  
34 CalWORKs Behavioral Health contractors. Services shall include:

- 35           1) Assessment of the Participants' abilities, capacities and vocational interests.  
36           2) Life management skills training in both individual and group modalities.  
37           3) Supported Employment services, including job search, job coaching and



1 follow-along services.

2 4) Informal training of occupational therapy skills to other CalWORKs Behavioral  
3 Health contractors, through the collaborative provision of services.

4 5) Formal training to other CalWORKs Behavioral Health contractors in the theory  
5 and application of Occupational Therapy techniques services.

6 h. LINKAGES AND REFERRALS

7 1) CONTRACTOR shall refer and/or link CalWORKs Participants to more intensive  
8 treatment services as appropriate. Such programs may include, but not be limited to, medication,  
9 stabilization, residential/inpatient care, detoxification, residential recovery, perinatal, and narcotic  
10 replacement.

11 2) CONTRACTOR shall consider partnering with other identified CalWORKs  
12 providers so that each may benefit from the other's particular strengths.

13 i. CASE MANAGEMENT – For CalWORKs Participants, CONTRACTOR shall include  
14 monthly progress reports to COUNTY's CalWORKs Team and/or Social Services Agency as directed.  
15 Such progress report shall include, but may not be limited to:

16 1) The Participant's total number of treatment hours provided by CONTRACTOR.

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18 2) Documentation on the Participant's compliance and progress with the treatment  
19 plan, and the expected date of resolution.

20 3) Outcome measurements including

21 a) Resolved impairments

22 b) Progress towards Welfare to Work Goals

23 c) Employment

24 d) CalWORKs enrollment discontinuance

25 j. ADMISSION FOR BEHAVIORAL HEALTH OUTPATIENT CalWORKs SERVICES

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

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

35 3) CalWORKs Participants must be referred by COUNTY's CalWORKs team or  
36 another CalWORKs provider.

37 k. CHILDCARE – Children Services shall be available onsite to facilitate participation in

1 the CalWORKs Behavioral Health Program.

2 4. WAITING LIST - CONTRACTOR shall maintain a waiting list for the Behavioral Health  
3 Outpatient program which satisfies the following requirements:

4 a. Only individuals who have been screened to determine eligibility for admission are on  
5 the waiting list.

6 b. A roster, log, file, or equivalent record with names, addresses, and telephone numbers  
7 of qualified applicants for admission, is maintained along with dates of application, and dates and nature  
8 of follow up contacts.

9 c. A policy shall be maintained defining what individuals on waiting lists must do to  
10 remain eligible for admission and/or how CONTRACTOR will go about ensuring that applicants for  
11 admission remain interested in entering treatment.

12 d. Criteria shall be maintained defining when an individual's name is to be removed from  
13 the waiting list because of a loss of eligibility for admission or a failure to keep in contact with  
14 CONTRACTOR.

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18 5. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

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

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

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

27 b) A copy of the questionnaire shall be filed in the Participant's file.

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

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

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

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

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

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

3 E. INTERIM SERVICES - All persons who are not admitted into ADAS Outpatient treatment  
4 within fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list  
5 for admission, shall be provided interim services. Interim services shall consist of: TB counseling,  
6 voluntary testing, referral for medical evaluation, if appropriate; and HIV education, HIV risk  
7 assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant  
8 women, interim services shall also include counseling on the effects of alcohol and drugs on the  
9 developing fetus and referral to prenatal medical care services. Interim services may be provided  
10 directly or by referral to the Orange County Health Care Agency or another appropriate provider.  
11 Provision of interim services for persons with alcohol and/or other drug problems, who could otherwise  
12 be admitted into alcohol and drug abuse outpatient treatment, shall be documented on the DATAR and  
13 reported monthly to the State Department of Alcohol and Drug Programs.

14 F. CONTRACTOR's Executive Director or designee shall participate, when requested, in  
15 meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this  
16 Agreement.

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

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

27 I. NON-SMOKING POLICY - CONTRACTOR shall establish a written non-smoking policy,  
28 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy  
29 shall specify the facilities are "smoke free" with designated smoking areas outside the facility.

30 J. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of tokens  
31 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

1 4. CONTRACTOR shall return to ADMINISTRATOR all tokens under the following  
2 conditions:

- 3 a. Token of each staff member who no longer supports this Agreement.  
4 b. Token of each staff member who no longer requires access to the HCA IRIS.  
5 c. Token of each staff member who leaves employment of CONTRACTOR.  
6 d. Tokens malfunctioning.

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

9 6. CONTRACTOR shall reimburse the COUNTY for tokens lost, stolen, or damaged through  
10 acts of negligence.

## 11 **VII. STAFFING**

13 A. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a  
14 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
15 shall maintain documentation of such efforts which may include, but not be limited to: records of  
16 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and

17 //  
18 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of  
19 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

20 B. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in  
21 Full-Time Equivalents, hereinafter referred to as "FTEs," which shall be equal to an average of forty  
22 (40) hours of work per week:

24 <u>Period 1</u>	<u>Prevention</u>	<u>Outpatient</u>	<u>CalWORKs</u>	<u>TOTAL</u>
25 ADMINISTRATIVE				
26 Executive Director	0.070	0.350	0.000	0.420
27 Accounting Supervisor	0.050	0.400	0.000	0.450
28 Accounting Assistant	<u>0.125</u>	<u>0.250</u>	<u>0.000</u>	<u>0.375</u>
29 ADMINISTRATIVE SUBTOTAL	0.245	1.000	0.000	1.245
30 PROGRAM				
31 Clinical Supervisor	0.000	0.500	1.000	1.500
32 Counselor	0.000	2.500	3.275	5.775
33 Prevention Services Provider	1.000	0.000	0.000	1.000
34 Child Care Provider	0.000	0.000	1.000	1.000
35 Staff Clerical Support	0.000	1.000	0.875	1.875
36 Front Desk Support	0.150	0.450	0.050	0.650
37 Occupational Therapist Supervisor	0.000	0.000	0.700	0.700

Attachment D. Redline Version to Attachment B

1	Occupational Therapist	0.000	0.000	0.500	0.500
2	Occupational Therapist Assistant	0.000	0.000	1.000	1.000
3	Occupational Therapist Clerical Support	<u>0.000</u>	<u>0.000</u>	<u>0.125</u>	<u>0.125</u>
4	PROGRAM SUBTOTAL	1.150	4.450	8.525	14.125
5	TOTAL FTEs	1.395	5.450	8.525	15.370
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18	<u>Period 2</u>	<u>Prevention</u>	<u>Outpatient</u>	<u>CalWORKs</u>	<u>TOTAL</u>
19	ADMINISTRATIVE				
20	Executive Director	0.070	0.350	0.000	0.420
21	Accounting Supervisor	0.050	0.400	0.000	0.450
22	Accounting Assistant	<u>0.125</u>	<u>0.250</u>	<u>0.000</u>	<u>0.375</u>
23	ADMINISTRATIVE SUBTOTAL	0.245	1.000	0.000	1.245
24					
25	PROGRAM				
26	Clinical Supervisor	0.000	0.500	1.000	1.500
27	Counselor	0.000	2.500	3.275	5.775
28	Prevention Services Provider	1.000	0.000	0.000	1.000
29	Child Care Provider	0.000	0.000	1.000	1.000
30	Staff Clerical Support	0.000	1.000	0.875	1.875
31	Front Desk Support	0.150	0.450	0.050	0.650
32	Occupational Therapist Supervisor	0.000	0.000	0.000	0.000
33	Occupational Therapist	0.000	0.000	0.000	0.000
34	Occupational Therapist Assistant	0.000	0.000	0.000	0.000
35	Occupational Therapist Clerical Support	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
36	PROGRAM SUBTOTAL	1.150	4.450	6.200	11.800
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2	TOTAL FTEs	1.395	5.450	6.200	13.045
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19	<u>Period 3</u>	<u>Prevention</u>	<u>Outpatient</u>	<u>CalWORKs</u>	<u>TOTAL</u>
20	ADMINISTRATIVE				
21	Executive Director	0.000	0.350	0.000	0.350
22	Accounting Supervisor	0.000	0.400	0.000	0.400
23	Accounting Assistant	<u>0.000</u>	<u>0.250</u>	<u>0.000</u>	<u>0.250</u>
24	ADMINISTRATIVE SUBTOTAL	0.000	1.000	0.000	1.000
25					
26	PROGRAM				
27	Clinical Supervisor	0.000	0.500	1.000	1.500
28	Counselor	0.000	2.500	3.275	5.775
29	Prevention Services Provider	0.000	0.000	0.000	0.000
30	Child Care Provider	0.000	0.000	1.000	1.000
31	Staff Clerical Support	0.000	1.000	0.875	1.875
32	Front Desk Support	0.000	0.450	0.050	0.500
33	Occupational Therapist Supervisor	0.000	0.000	0.000	0.000
34	Occupational Therapist	0.000	0.000	0.000	0.000
35	Occupational Therapist Assistant	0.000	0.000	0.000	0.000
36	Occupational Therapist Clerical Support	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
37	PROGRAM SUBTOTAL	0.000	4.450	6.200	10.650

TOTAL FTEs	0.000	5.450	6.200	11.650
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C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in subparagraph VII.B. above; provided, however, such written agreement is made in advance of any staffing change.

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

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

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

G. ADAS Staffing levels and qualifications shall meet the requirements of the State of California, Health and Human Services Agency's Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Certification Standards for Outpatient Services. All staff providing treatment services shall be licensed in accordance with state requirements, and professional guidelines, as applicable.

H. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who are either registered interns, such as Associate Clinical Social Workers or Marriage and Family Therapist Interns, or possess a Masters Degree in either psychology, sociology, social work, or related field with one (1) to two (2) years experience in the human services fields. They must also receive the following:

1. Non-licensed staff must receive one (1) hour per week of individual supervision by a licensed mental health professional and two (2) hours per month of group supervision.

2. All staff must complete twenty (20) hours per year of continuing education on child abuse issues.

I. CONTRACTOR shall provide pre-employment screening of any staff person providing any service pursuant to this Agreement. All staff shall pass an Orange County criminal justice background

1 check conducted by the Orange County Probation Department on a yearly basis. Program directors,  
2 managers and other supervisory staff will be requested to voluntarily submit to a more extensive  
3 background check including “live scan” fingerprinting. The results of the fingerprint checks will be  
4 sent directly from the Department of Justice to the Probation Department.

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

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

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

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

13 d. No person shall be on parole or probation;

14 e. No person shall participate in the criminal activities of a criminal street gang and/or  
15 prison gang; and

16 f. No person shall have prior employment history of improper conduct, including but not  
17 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or  
18 inappropriate behavior with staff or residents at another treatment facility.

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

22 J. CODE OF CONDUCT – Separate from the Code of Conduct specified in the Compliance  
23 paragraph of this Agreement, CONTRACTOR shall establish a written Code of Conduct for employees,  
24 volunteers, interns, and members of the Board of Directors which shall include, but not be limited to,  
25 standards related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual  
26 conduct with Participants; prohibition of forging or falsifying documents or drug tests; and conflict of  
27 interest. Prior to providing any services pursuant to this Agreement all employees, volunteers, and  
28 interns shall agree in writing to maintain the standards set forth in the Code of Conduct. A copy of the  
29 Code of Conduct shall be provided to each Participant upon admission and shall be posted in writing in  
30 a prominent place in the treatment facility.

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