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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2009~~2010 through June 30, ~~2010~~2011

Maximum Obligation: \$300,000

Basis for Reimbursement: Fee for Service

Payment Method: Fee for Service

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial Comprehensive General Liability with broad form Property damage and contractual liability	\$1,000,000 combined single limit Combined Single limit per occurrence \$2,000,000 Aggregate aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit Combined Single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Professional Liability Insurance	\$1,000,000

Attachment B. Redline Version to Attachment A

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~~per claims made or~~
~~per occurrence~~
Sexual Misconduct \$1,000,000
~~per occurrence~~

I. ALTERATION OF TERMS

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

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

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

B 3. CONTRACTOR has the option to adhere to ~~HCA's~~ ADMINISTRATOR's Compliance Program or establish its own.

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

~~2. HCA's~~ 5. ADMINISTRATOR's Compliance Officer shall ~~advise~~ ~~CONTRACTOR~~ determine if CONTRACTOR's ~~compliance program~~ Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~HCA's Code of Conduct and~~ ADMINISTRATOR's Compliance Program.

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

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

~~B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance~~ ADMINISTRATOR has developed a Code of Conduct for adherence by ~~all HCA~~ ADMINISTRATOR's employees and contract providers ~~has been developed~~.

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

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

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own.

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

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

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

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

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

~~D. C. COVERED INDIVIDUALS~~ - CONTRACTOR shall screen all Covered Individuals

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

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

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

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

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

14 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors annually
 15 to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
 16 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
 17 of California health programs and have not been excluded or debarred from participation in any federal
 18 or state health care programs, and to further represent to CONTRACTOR that they do not have any
 19 Ineligible Person in their employ or under contract.

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

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

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

34 ~~ED~~. REIMBURSEMENT STANDARDS

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

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

3 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
4 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to
5 //
6 accurately describe the services provided and to ensure compliance with all billing and documentation
7 requirements.

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

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

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

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

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

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

21
22 **IV. CONFIDENTIALITY**

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

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

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

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

1 from the collaborative agency, for clients receiving services through the collaborative agreement.

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

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

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

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

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

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 ADMINISTRATOR.

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 34 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are
24 not reimbursable pursuant to applicable federal, state and county laws, regulations and requirements.
25 Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been
26 for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash,
27 or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report
28 or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
29 reimbursement due COUNTY.

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VI. CULTURAL COMPETENCY

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

#

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies ~~to the best of its knowledge and belief,~~ that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or

1 voluntarily excluded by any federal department or agency.

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

8 //

9 //

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

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

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

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

23 B. The terms and definitions of this Paragraph have the meanings set out in the Definitions and
24 Coverage sections of the rules implementing Federal Executive Order 12549.

25
26 **VIII. DELEGATION ~~AND~~, ASSIGNMENT AND SUBCONTRACTS**

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

35 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
36 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
37 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall

1 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
 2 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments
 3 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this
 4 paragraph.

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

11 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

23 **X. EQUIPMENT**

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

32 B. CONTRACTOR shall obtain Administrator's prior written approval to purchase any Equipment
 33 with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall
 34 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 35 documentation, which includes delivery date, unit price, tax, shipping, serial numbers, etc.
 36 CONTRACTOR shall request an applicable asset tag (Fixed or Controlled) for said Equipment and shall
 37 include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of specified items of Equipment ~~or minor Equipment~~ (Fixed or Controlled Assets) purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

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

~~D. For Loaned Equipment,~~ E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting ~~any~~ periodic physical inventories of Loaned Equipment ~~that ADMINISTRATOR may require.~~ EQUIPMENT shall be tagged with a COUNTY issued tag. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to COUNTY.

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

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

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

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

XI. FACILITIES, PAYMENTS AND SERVICES

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

XII. INDEMNIFICATION AND INSURANCE

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

12 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
13 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
14 covering its operations as specified on Page 34 of this Agreement.

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

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

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

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

24 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
25 mailed to COUNTY as referenced on Page 34 of this Agreement.

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

29
30 **XIII. INSPECTIONS AND AUDITS**

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

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

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

7 C. AUDIT RESPONSE

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

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

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

23
24 **XIV. LICENSES AND LAWS**

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

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

- 35 1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
36 Manual.
37 2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug

1 Program Certification Standards, March 2004.

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

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

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

6 6. ~~CFR~~ Code of Federal Regulations 376, Nonprocurement, Debarment and
7 Suspension.

8 7. ~~CFR~~ Code of Federal Regulations, Public Contracts and Property Management.

9 8. ~~CFR~~ Code of Federal Regulations 2, Confidentiality of Alcohol and Drug Abuse Patient
10 Records.

11 9. ~~CFR~~ Code of Federal Regulations 93, New Restrictions on Lobbying.

12 10. ~~CFR~~ Code of Federal Regulations 96.132(e), Additional Agreements.

13 11. ~~CFR~~ Code of Federal Regulations 96.135, Restrictions on Expenditure of Grant.

14 12. ~~CFR~~ Code of Federal Regulations 160, General Administrative Requirements.

15 13. ~~CFR~~ Code of Federal Regulations 162, Administrative Requirements.

16 14. ~~CFR~~ Code of Federal Regulations 164, Security And Privacy.

17 15. ~~CFR~~ Code of Federal Regulations 9.4, Debarment, Suspension, and Ineligibility.

18 16. Title 31, United States Code (USC), Chapter 13, Subtitle II, Section 1352, Limitation on
19 use of appropriated funds to influence certain Federal contracting and financial transactions.

20 17. ~~USC~~ United States Code Chapter 126, Equal Opportunity for Individuals with
21 Disabilities.

22 18. ~~USC~~ United States Code, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality
23 of Records.

24 19. ~~USC~~ United States Code, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting
25 systems for health services facilities and organizations.

26 20. ~~USC~~ United States Code, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8),
27 Administrative Simplification.

28 21. ~~USC~~ United States Code, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance
29 Abuse and Mental Health Services Administration.

30 22. ~~USC~~ United States Code, Chapter 7, Subchapter XI, Part C, 285n through 285o, National
31 Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.

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

34 24. ~~CCC~~ California Civil Code Sections 1798.80 through 1798.82, Customer Records.

35 25. ~~CCC~~ California Civil Code Section 1798.85, Confidentiality of Social Security Number.

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

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

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

3 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

23
24 **XV. LITERATURE**

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

32
33 **XVI. LITERATURE AND ADVERTISEMENTS**

34 | A. Any written information or literature, including educational or promotional materials,
35 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
36 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before
37 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not

1 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
2 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
3 consents thereto in writing.

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

7 8 **XVII. MAXIMUM OBLIGATION**

9 ~~—~~ The Maximum Obligation(s) of COUNTY for services provided in accordance with this
10 Agreement is as specified on Page 34 of this Agreement.

11 12 **XVIII. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

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

36 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
37 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of

1 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
 2 (40 and over), sexual preference orientation, medical condition, or physical or mental disability in
 3 accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of
 4 1964
 5 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
 6 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
 7 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 8 regulations, as all may now exist or be hereafter amended or changed.

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

- 11 a. Denying a client or potential client any service, benefit, or accommodation.
- 12 b. Providing any service or benefit to a client which is different or is provided in a
 13 different manner or at a different time from that provided to other clients.
- 14 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 15 by others receiving any service or benefit.
- 16 d. Treating a client differently from others in satisfying any admission requirement or
 17 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 18 any service or benefit.
- 19 e. Assignment of times or places for the provision of services.
- 20 f. Providing any benefit to employees with spouses that is not provided to employees with
 21 domestic partners.

22 //

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

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

34 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
 35 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1
 36 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the
 37 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as

1 they exist now or may be hereafter amended together with succeeding legislation.

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

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

11
12 **XIX. NOTICES**

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

- 15 1. When written and deposited in the United States mail, first class postage prepaid and
16 addressed as specified on Page 34 of this Agreement or as otherwise directed by ADMINISTRATOR;
17 2. When faxed, transmission confirmed;
18 3. When sent by electronic mail; or
19 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
20 Service, or other expedited delivery service.

21 B. Termination Notices shall be addressed as specified on Page 34 of this Agreement or as
22 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,
23 or
24 //
25 when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
26 expedited delivery service.

27 #
28 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
29 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
30 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
31 damage to any COUNTY property in possession of CONTRACTOR.

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

34
35 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

1 clients or occur in the normal course of business.

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

6 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

7
8 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
9 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
10 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

11 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §§~~70751(c), 71551(c),
12 73543(a), 74731(a), 75055—~~Retention of records by outpatient medical facilities~~(a), 75343(a), and
13 77143(a).

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

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

18 4. ~~45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

19 ~~5. State of California, Health and Safety Code §~~~~123100—123149.~~123145.

20 5. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

21 B. CONTRACTOR shall implement and maintain administrative, technical and physical
22 safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or
23 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and
24 Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies
25 (see COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known
26 harmful effect of any use or disclosure of protected health information made in violation of federal or
27 state regulations and/or COUNTY policies.

28 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR
29 shall maintain patient records and must establish and implement written record management procedures.

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

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

35 ~~D~~F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
36 definition of medical records and identified this new record set as a Designated Record Set (DRS).
37 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,

1 participants and patients be provided the right to access or receive a copy of their DRS and/or request
2 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a
3 covered entity that is:

4 #

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

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

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

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

13 ~~F.G.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
14 security of personally identifiable information (hereinafter "PII") and/or protected health information
15 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
16 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
17 and email or facsimile.

18 ~~GH.~~ CONTRACTOR may be required to pay any costs associated with a breach of privacy
19 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR
20 shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

21 ~~HI.~~ CONTRACTOR shall retain all financial records for a minimum of ~~five (5)~~ seven (7) years from
22 the commencement of the contract, unless a longer period is required due to legal proceedings such as
23 litigations and/or settlement of claims.

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

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

31 ~~K//~~

32 //

33 ~~L.~~ If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
34 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
35 CONTRACTOR.

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

1 ~~M.N.~~ CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
2 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
3 is requested by the PRA request.

4
5 **XXII. REVENUE**

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

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

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

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

22
23 **XXIII. SEVERABILITY**

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

29 //

30 //

31 //

32 //

33 **XXIV. SPECIAL PROVISIONS**

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

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

- 1 2. Providing inpatient hospital services or purchasing major medical equipment.
- 2 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 3 funds (matching).
- 4 4. Making cash payments to intended recipients of services through this Agreement.
- 5 5. Contracting or subcontracting with any entity other than a public or nonprofit private entity.
- 6 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
- 7 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352
- 8 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial
- 9 transactions).

10 #

- 11 7. Paying an individual salary or compensation for services at a rate in excess of the salary
- 12 schedule specified by the U.S. Office of Personnel Management, or specified by ADMINISTRATOR
- 13 per the Agreement's funding source.

- 14 8. Supplanting current funding for existing services.
- 15 9. Fundraising.
- 16 10. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 17 CONTRACTOR's staff or members of the Board of Directors.
- 18 11. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 19 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
- 20 salary advances or giving bonuses to CONTRACTOR's staff.
- 21 12. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
- 22 services.
- 23 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
- 24 alcohol.
- 25 14. Promoting the legalization of any drug or other substance included in Schedule 1 of
- 26 Section 202 of the Controlled Substance Act (21 USC 812).

- 27 15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
- 28 injection of any illegal drug.

- 29 16. Assist, ~~promote~~ing, promoting, or ~~deter~~deterring union organizing.

30 B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use

31 the funds provided by means of this Agreement for the following purposes:

- 32 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 33 CONTRACTOR's clients.
- 34 2. Funding travel or training (excluding mileage or parking) not approved by
- 35 ADMINISTRATOR.
- 36 3. Making phone calls outside of the local area unless documented to be directly for the
- 37 purpose of client care.

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

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

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

9 #
10 #
11 #

12 **XXV. STATUS OF CONTRACTOR**

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

24
25 **XXVI. TERM**

26 | The term of this Agreement shall commence and terminate as specified on Page 34 of this
27 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
28 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
29 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
30 reporting and accounting.

31 //
32 //
33 //
34 //
35 //

36 **XXVII. TERMINATION**

37 | A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days

1 written notice given the other party.

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

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

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

12 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
13 required pursuant to this Agreement.

14 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
15 Agreement.

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

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

22 D. CONTINGENT FUNDING

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

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

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

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

30 E. In the event this Agreement is terminated prior to the completion of the term as specified on
31 Page 34 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
32 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

35 //

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

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

3 3. Until the date of termination, continue to provide the same level of service required by this
4 Agreement.

5 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
6 their best interests.

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

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

11
12 **XXVIII. THIRD PARTY BENEFICIARY**

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

15
16 **XXIX. WAIVER OF DEFAULT OR BREACH**

17 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
18 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
19 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
20 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
21 Agreement.

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

3
4 WESTERN PACIFIC RE-HAB

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10 BY: _____ DATED: _____

11
12 TITLE: _____

13
14 COUNTY OF ORANGE

15
16 BY: _____ DATED: _____

17 CHAIR OF THE BOARD OF SUPERVISORS

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

22 ATTEST:

23 _____ DATED: _____

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

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

31
32 BY: _____ DATED: _____

33 DEPUTY

34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 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 ~~AGREEMENT~~ FOR PROVISION OF
3 NARCOTIC REPLACEMENT THERAPY TREATMENT SERVICES
4 WITH
5 WESTERN PACIFIC RE-HAB
6 JULY 1, ~~2009~~2010 THROUGH JUNE 30, ~~2010~~2011
7

8 **I. DEFINITIONS**

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

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

15 B. Counselor means staff enrolled and/or who have completed one of the State of California
16 Alcohol Drug Programs (ADP) approved Counseling Certification programs. Counselor must be in
17 good standing with certification process.

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

20 D. Dual Diagnosed Participant means a Participant having co-occurring mental illness and
21 substance abuse diagnosis, irrespective of which is the primary diagnosis.

22 E. Enrollment: The process by which the program obtains information about the individual
23 seeking admission for alcohol and/or other drug services.

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

26 G. Gatekeeper means person responsible for all initial referrals to provider for methadone
27 maintenance treatment.

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

31 I. Individual Counseling means a face-to-face contact, between a Counselor and an individual
32 Participant that result in a record of therapeutic experience in a Participant's chart. An individual
33 session is with one (1) Participant in an encounter with a Counselor.

34 J. Intake: When the program determines that the participant meets the admission criteria and the
35 participant signs consent to recovery or treatment forms in addition to completing the required intake
36 procedure.

37 //

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

6 L. Linkage means during discharge planning, linkage will be made to support services such as
7 outpatient treatment, social services, rehabilitation services, vocational services, job training services
8 and other appropriate services.

9 M. Participant means ~~persons~~ an adult male or female eighteen (18) years of age or older residing in
10 the County of Orange who have a primary problem of opiate addiction, ~~for whom an~~
11 ~~ADMINISTRATOR approved intake and admission for services as appropriate have been completed~~
12 ~~pursuant to this Agreement.~~

13 N. Remote Secure Access (RSA) Token means the security device which allows an individual user
14 to access the HCA computer based Integrated Record Information System (IRIS).

15 16 **II. PAYMENTS**

17 A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided
18 pursuant to this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following all
19 inclusive rates of reimbursement \$17.38 daily per ~~participant~~ Participant served at CONTRACTOR's
20 facility, and \$26.07 per dose for ~~incarcerated pregnant women~~ Participants at other locations as approved
21 by ADMINISTRATOR; however, the total of monthly payments to CONTRACTOR shall not exceed
22 the Maximum Obligation set forth on Page ~~34~~ of this Agreement.

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

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

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

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

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

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3 **III. RECORDS**

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

- 8 1. ADMINISTRATOR's Treatment Authorization Form-
- 9 2. Documentation of HIV diagnosis for those living with HIV Disease
- 10 3. Substance abuse history
- 11 4. Case Manager's name and telephone number
- 12 5. Tuberculosis clearance
- 13 6. Emergency notification information
- 14 7. Record of any funds collected from, or on behalf of, the Participant
- 15 8. Treatment Plan

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

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

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

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

29
30 **IV. REPORTS**

31 A. MONTHLY PROGRAMMATIC

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

37 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any

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

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

10 | C. MONTHLY BHMIS/IRIS – CONTRACTOR shall participate in COUNTY's BHMIS and input
 11 | all BHMIS and CalOMS data for the preceding month no later than the fifth (5th) calendar day of the
 12 | month following the report month. CONTRACTOR shall correct and submit all errors from the
 13 | CalOMS Feedback and Error Report via BHMIS within seven (7) calendar days of receipt of the report.
 14 | CalOMS discharges shall be entered no later than seven (7) calendar days after ~~participant's~~ Participant's
 15 | discharge.

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

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

22 | **V. SERVICES**

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

32 | A. ~~PERSONS TO BE SERVED - CONTRACTOR shall serve adult males and females eighteen~~
 33 | ~~(18) years of age or older, who are living with HIV Disease, pregnant women, and or the disabled (any~~
 34 | ~~person who is receiving state disability). All serviced provided~~ PERSONS TO BE SERVED-
 35 | CONTRACTOR shall provide services, with prior approval by Gatekeeper, to Participants, who are
 36 | disabled as defined by ADMINISTRATOR and those identified in subparagraph M. below, three
 37 | hundred sixty-five (365) days per year ~~to residents of Orange County~~. In addition to the above, Program

1 Eligibility shall be determined as per Title 9 section 10270.

2 1. CONTRACTOR shall provide ~~individual and group counseling~~ Individual and Group
3 Counseling, case management, treatment planning, crisis intervention, discharge planning, and related
4 services as required by federal, state, and county rules and regulations.

5 #

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

8 B. INTAKE/ASSESSMENT – Within ~~fourteen (14)~~ seven (7) calendar days of admission,
9 CONTRACTOR shall provide a standardized, comprehensive risk and needs assessment on each
10 Participant to assess both alcohol and drug abuse history, family history, mental and emotional status,
11 educational and vocational background, as well as daily living skills, stress management, literacy,
12 employment, education and money management. Assessment tools may include Addiction Severity
13 Index, or any other assessment tool, as approved by ADMINISTRATOR.

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

- 17 1. ~~Program~~ Overview of program structure, ~~and schedules, and rules;~~
- 18 2. ~~Understanding of substance abuse and addiction~~ Program rules and regulations;
- 19 3. Effects of medication used in Narcotic Replacement Therapy and adverse effects of abrupt
20 withdrawal;
- 21 4. Policies regarding Participant fees;
- 22 ~~45.~~ Participant rights and responsibilities;
- 23 ~~56.~~ Assignment of a counselor;
- 24 ~~6.~~ A copy of the ~~7.~~ Staff code of conduct;
- 25 ~~78.~~ Confidentiality Statement, and how release ~~if~~ of information is permitted in accordance with
26 42 CFR Part 2; ~~and~~
- 27 ~~89.~~ Agreements needed to exchange appropriate information within the network of consultants
28 and linkage agencies in accordance with HIPPA regulations and 42 CFR Part 2; ~~and~~
- 29 10. Continuing care services.

30 D. TREATMENT PLAN

31 1. CONTRACTOR shall, within twenty-eight (28) calendar days of initiation of Narcotic
32 Replacement Therapy by Participant, have a ~~registered, certified, and/or licensed~~ Counselor develop an
33 individual treatment plan with each Participant which shall include:

34 a. Goals, based on identified needs, to be achieved by the Participant with estimated target
35 dates for attainment in accordance with the following:

- 36 1) Short-term goals which are estimated to require ~~ninety (90)~~ eighty-nine (89) calendar
37 days or less for Participant to achieve;

1 2) Long-term goals which are estimated to require a specified time exceeding ninety
2 (90) calendar days for Participant to achieve; and

3 b. Specific behavioral tasks the Participant must accomplish to complete each short-term
4 and long-term goal;

5 c. A description of the type and frequency of counseling services that are to be provided
6 to the Participant; ~~and~~

7 d. An effective date based on the day the Counselor signed the initial treatment plan; and
8 #

9 e. Obtain Medical Director and Director's signature or Designee on initial treatment plan
10 within fourteen (14) days of Counselor's signature.

11 2. CONTRACTOR's ~~registered, certified, and/or licensed~~ Counselor shall evaluate and update
12 the Participant's treatment plan whenever necessary, or at a minimum once every three (3) months from
13 the date of initiation of Narcotic Replacement Therapy ~~by Participant~~. The updated treatment plan shall
14 include:

15 a. A summary of the Participant's progress or lack of progress toward each goal identified
16 in the initial treatment plan;

17 b. New goals and behavioral tasks for any newly identified needs, and related changes in
18 the type and frequency of counseling services;.

19 E. COUNSELING - Upon completion of the initial treatment plan, CONTRACTOR shall arrange
20 for Participant to receive a minimum of fifty (50) minutes of counseling services per calendar month, in
21 accordance with the following requirements:

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

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

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

28 F. CONTINUATION OF TREATMENT- CONTRACTOR shall provide justification for
29 treatment to ~~participants~~ Participants who have been on methadone maintenance for a period of two (2)
30 years, and annually thereafter. Justification shall be provided by the Medical Director and noted in
31 ~~participants~~ Participants files.

32 G. DISCHARGE PLAN/TERMINATION- CONTRACTOR shall establish a protocol for
33 scheduled termination of services and document any discharge via a discharge summary containing date
34 of discharge, reason for discharge and summary of Participant's progress during treatment.

35 H. PERFORMANCE OUTCOMES - ADMINISTRATOR shall develop and provide
36 CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the
37 impact or contribution of CONTRACTOR's services on the well-being of the COUNTY Participants

1 being served under the terms of this Agreement. At a minimum, CONTRACTOR shall implement a
 2 process improvement project as outlined in the Network Improvement of Addiction Treatment (NIATx)
 3 model, targeting at least one of the following four (4) NIATx aims:

- 4 1. Reduce waiting times
- 5 2. Reduce no-shows
- 6 3. Increase admissions
- 7 4. Increase continuation in treatment

8 I. GATEKEEPER - COUNTY's Gatekeeper, as designated by ADMINISTRATOR, shall be
 9 responsible for all referrals to CONTRACTOR for methadone maintenance treatment under this
 10 Agreement. Referrals may come from CONTRACTOR or Gatekeeper. In all cases, Gatekeeper must
 11 approve Participant prior to be admitted into the program. CONTRACTOR shall submit written report
 12 to Gatekeeper on a daily basis of all Participants participating in treatment as part of this Agreement.
 13 The report is due by the end of the CONTRACTOR's business day, seven (7) days a week. Report will
 14 note all current and discharged clients. Gatekeeper will approve CONTRACTOR's form for report, and
 15 determine mode of transmission of said report from the CONTRACTOR to the Gatekeeper.

16 J. CASE MANAGEMENT - CONTRACTOR shall provide Case Management services which
 17 include the process of identification, assessment of need, planning, coordination and linking, monitoring
 18 and continuous evaluation of Participants and of available resources, and advocacy through a process of
 19 casework activities in order to achieve the best possible resolution of individual needs in the most
 20 effective way possible.

21 K. REFERRAL AND LINKAGE - CONTRACTOR shall provide effective linkage of a Participant
 22 to other ancillary services to include literacy training, vocational counseling, and other Participant
 23 services, with follow-up to be provided within one (1) week of referral to ensure that the Participant has
 24 contacted the referred service provider. Referrals shall also be made for individuals having special
 25 needs, such as persons living with ~~HIV disease~~ chronic diseases. Referrals shall be sensitive to the
 26 Participant's cultural needs.

27 L. ALCOHOL AND/OR DRUG SCREENING - CONTRACTOR shall have a written policy and
 28 procedure regarding alcohol and/or drug testing at a minimum of one (1) time per month for all
 29 Participants. Urine specimen collection shall be observed by same sex staff. This policy shall be
 30 approved by ADMINISTRATOR. Results of these screenings shall be documented in the Participant's
 31 file.

32 M. IN CUSTODY SERVICES

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

- 36 a. County of Orange's Intake and Release Center;
- 37 b. Women's Jail; and

1 c. Santa Ana City Jail.

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

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

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

- 8 a. persons name,
- 9 b. picture,
- 10 c. title,
- 11 d. organizational name, and
- 12 e. organizational address.

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

15 6. CONTRACTOR will make every effort possible to ensure that services are provided in a
16 timely manner to the ~~participants~~ Participants.

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

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

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

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

26 N. RSA TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of
27 RSA tokens for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

28 1. CONTRACTOR recognizes tokens are assigned to a specific individual staff member with
29 a unique password. RSA tokens and passwords shall not be shared with anyone.

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

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

34 4. CONTRACTOR shall return to ADMINISTRATOR all RSA tokens under the following
35 conditions:

- 36 a. RSA Token of each staff member who no longer supports this Agreement.
- 37 b. RSA Token of each staff member who no longer requires access to the HCA IRIS.

1 c. RSA Token of each staff member who leaves employment of CONTRACTOR.

2 d. RSA Tokens malfunctioning.

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

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

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11 **VI. STAFFING**

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

16 B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the
17 performance of services pursuant to this Agreement.

18 C. CONTRACTOR may augment paid staff with volunteers or part-time student interns.
19 CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions
20 or work contracts.

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

30 E. CONTRACTOR shall provide pre-employment screening of any staff person providing any
31 service pursuant to this Agreement.

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

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

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

37 c. No person shall have been convicted of any violent felony as defined in Penal Code

1 section 667.5, which involve doing bodily harm to another person, for which the staff member was
2 convicted within five years prior to employment;

3 d. No person shall be on parole or probation, unless approved in advance by
4 ADMINISTRATOR; and

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

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

11 **VII. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)**
12 **INFORMATION**

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

15
16 CFDA Year: 2009

17 CFDA#: 93.959

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

19 Federal Agency: Department of Health and Human Services

20 Award Name: Negotiated Net Amount/Drug MediCal Contract

21
22 B. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB
23 Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit
24 requirements within the reporting period specified by OMB Circular Number A-133.

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

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