

1 | AGREEMENT FOR PROVISION OF
 2 PERINATAL ~~SUBSTANCE ABUSE~~ RESIDENTIAL SUBSTANCE USE DISORDER
 3 | TREATMENT SERVICES
 4 | BETWEEN
 5 | COUNTY OF ORANGE
 6 | AND
 7 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.
 8 | JULY 1, 2012~~2011~~ THROUGH JUNE 30, 2014~~2012~~
 9

10 THIS AGREEMENT entered into this 1st day of July 2012~~2011~~, which date is enumerated for
 11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
 12 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC., a California nonprofit
 13 corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health
 14 Care Agency (ADMINISTRATOR).
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16 | **W I T N E S S E T H:**

17
 18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
 19 Perinatal ~~Substance Abuse~~ Residential Substance Use Disorder Treatment Services described herein to the
 20 residents of Orange County; and

21 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
 22 conditions hereinafter set forth:

23 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT A

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~²⁰¹¹ through June 30, ~~2014~~²⁰¹²

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

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

Maximum Obligation:	Period One	Period Two	Total
Heritage House Non Medi-Cal Maximum Obligation \$ 522	\$ 687,490	\$ 687,490	\$ 687,490
\$1,374,980			
Heritage House Medi Cal Maximum Obligation 165,000			
Heritage House North Maximum Obligation	697,427	697,427	697,427
1,394,854			
\$ Total Maximum Obligation	\$1,384,917	\$1,384,917	\$1,384,917
\$2,769,834			

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Executive Director
Southern California Alcohol and Drug Programs, Inc.
11500 Paramount Boulevard
Downey, CA 90241

CONTRACTOR's Insurance Coverages:

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

1	Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
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3	Sexual Misconduct	\$1,000,000 per occurrence
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I. ACRONYMS

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

A.	ADP	<u>Alcohol and Drug Program</u>
B.	ARRA	<u>American Recovery and Reinvestment Act</u>
C.	ASI	<u>Addiction Severity Index</u>
D.	ASRS	<u>Alcohol and Drug Programs Reporting System</u>
E.	BJA	<u>Bureau of Justice Administration</u>
F.	CAF	<u>Client Admit Form</u>
G.	CalOMS	<u>California Outcomes Measurement System</u>
H.	CAP	<u>Corrective Action Plan</u>
I.	CCC	<u>California Civil Code</u>
J.	CCR	<u>California Code of Regulations</u>
K.	CDC	<u>California Department of Corrections</u>
L.	CDCI	<u>Comprehensive Drug Court Implementation</u>
M.	CESI	<u>Client Evaluation of Self at Intake</u>
N.	CEST	<u>Client Evaluation of Self and Treatment</u>
O.	CFR	<u>Code of Federal Regulations</u>
P.	CHPP	<u>COUNTY HIPAA Policies and Procedures</u>
Q.	CHS	<u>Correctional Health Services</u>
R.	CIW	<u>California Institute for Women</u>
S.	DATAR	<u>Drug Abuse Treatment Access Report</u>
T.	D/MC	<u>Drug/Medi-Cal</u>
U.	DHCS	<u>Department of Health Care Services</u>
V.	DPFS	<u>Drug Program Fiscal Systems</u>
W.	DRS	<u>Designated Record Set</u>
X.	FOTP	<u>Female Offender Treatment Program</u>
Y.	FTE	<u>Full Time Equivalent</u>
Z.	HCA	<u>Health Care Agency</u>
AA.	HHS	<u>Health and Human Services</u>
AB.	HIPAA	<u>Health Insurance Portability and Accountability Act</u>
AC.	HIV	<u>Human Immunodeficiency Virus</u>
AD.	HSC	<u>California Health and Safety Code</u>
AE.	IRIS	<u>Integrated Records and Information System</u>
AF.	MHP	<u>Mental Health Plan</u>
AG.	NIATx	<u>Network for Improvement for Addiction Treatment Model</u>
AH.	OCJS	<u>Orange County Jail System</u>

1	AI.	OCPD	Orange County Probation Department
2	AJ.	OCR	Office for Civil Rights
3	AK.	OCSD	Orange County Sheriff's Department
4	AL.	OIG	Office of Inspector General
5	AM.	OMB	Office of Management and Budget
6	AN.	OPM	Federal Office of Personnel Management
7	AO.	PADSS	Payment Application Data Security Standard
8	AP.	PC	State of California Penal Code
9	AQ.	PCI DSS	Payment Card Industry Data Security Standard
10	AR.	PHI	Protected Health Information
11	AS.	PII	Personally Identifiable Information
12	AT.	PRA	Public Record Act
13	AU.	PSN	Parole Services Network
14	AV.	SSI	Supplemental Security Income
15	AW.	TB	Tuberculosis
16	AX.	USC	United States Code
17	AY.	WIC	State of California Welfare and Institutions Code

II. 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.

III. 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.

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IV. COMPLIANCE

1 | A. COMPLIANCE PROGRAM — ADMINISTRATOR has established a Compliance Program for
 2 | the purpose of ensuring adherence to all rules and regulations related to federal and state health care
 3 | programs.
 4 |

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

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

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

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

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

24 | 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
 25 | Compliance Program ~~is accepted~~ contains all required elements. CONTRACTOR shall take necessary
 26 | action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's
 27 | Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required
 28 | elements.

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

35 | 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
 36 | procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty
 37 | (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of

1 this Agreement as to the non-complying party.

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

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

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

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

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

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

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

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

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

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

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

5 ~~1~~//

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

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

11 23. Such training will be made available to each Covered Individual annually.

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

15 D. CODE OF CONDUCT ~~—~~ ADMINISTRATOR has developed a Code of Conduct for adherence
16 by ADMINISTRATOR's employees and contract providers.

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

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

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

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

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

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

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

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

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

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

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

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

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

22
 23 **V. CONFIDENTIALITY**

24 [rg11] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
 25 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
 26 regulations, including 42 ~~United States Code~~ USC 290dd-2 (Confidentiality of Records), as they now
 27 exist or may hereafter be amended or changed.

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

35 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate
 36 disclosure in connection with activity funded under this Agreement. This system shall include
 37 provisions for employee education on the confidentiality requirements, and the fact that disciplinary

1 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,
 2 physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity,
 3 and availability of all confidential information that it creates, receives, maintains or transmits.
 4 CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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

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

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

14 VI. COST REPORT

15 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
 16 days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
 17 accordance with all applicable federal, state and county requirements ~~and~~ generally accepted accounting
 18 principles ~~and the Special Provisions Paragraph of this Agreement.~~ CONTRACTOR shall allocate
 19 direct and indirect costs to and between programs, cost centers, services, and funding sources in
 20 accordance with such requirements and consistent with prudent business practice, which costs and
 21 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
 22 any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

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

19 D. Costs of Medi-Cal services shall not exceed the ~~Drug/Medi-Cal (D/MC)~~ rate caps per Medi-Cal
20 Unit of Service, as determined by the California State Department of Alcohol and Drug Programs.

21 E. Any unanticipated revenue received on behalf of persons receiving services under this
22 Agreement shall be used by CONTRACTOR for the provision of additional services.

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

30 G. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
31 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
32 monthly payments to CONTRACTOR, then COUNTY shall pay CONTRACTOR the difference,
33 provided such payment does not exceed the COUNTY's Total Maximum Obligation and separate non-
34 Medi-Cal Maximum Obligation and Medi-Cal Maximum Obligation.

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

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

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

17
18 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

19 **A.** CONTRACTOR certifies that it and its principals:

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

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

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

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

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

37 //

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

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

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

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

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall 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~~ the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to Equipment, means to charge the ~~full~~ proportionate 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.~~

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number,

1 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and
 2 shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost,
 3 if any.

4 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 5 inventories of ~~Loaned~~ all Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon
 6 demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to
 7 COUNTY.

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

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

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

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

21 XI. FACILITIES, PAYMENTS AND SERVICES

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

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

32 XII. INDEMNIFICATION AND INSURANCE

33 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 34 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 35 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 36 (~~"COUNTY INDEMNITEES"~~) harmless from any claims, demands or liability of any kind or nature,
 37 including but not limited to personal injury or property damage, arising from or related to the services,

1 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 2 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 3 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 4 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
 5 a jury apportionment.

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

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

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

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

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

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

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

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

25 26 **XIII. INSPECTIONS AND AUDITS**

27 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 28 of the State of California, the Secretary of the United States Department of Health and Human Services,
 29 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 30 access to any books, documents, and records, including but not limited to, financial statements, general
 31 ledgers, relevant accounting systems, medical and participant client records, of CONTRACTOR that are
 32 directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or
 33 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of
 34 retention set forth in the Records Management and Maintenance paragraph Paragraph of this Agreement.
 35 Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
 36 this Agreement, and the premises in which they are provided.

37 //

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

5 C. AUDIT RESPONSE

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

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

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

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

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

30 **XIV. LICENSES AND LAWS**

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

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

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

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

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

9 4. HSC, §§11758.40 through 11758.47.

10 5. HSC, §§11839 through 11839.22

11 6. HSC, §11864

12 7. ~~California Health and Safety Code Sections~~ HSC, §11876(a)

13 8. HSC, §§123110 through 123149.5.

14 ~~5.~~ 9. Title 2, ~~Code of Federal Regulations (CFR)~~, Part 230, Cost Principles for
 15 Nonprofit Organizations.

16 10. ~~6.~~ Title 2 ~~Code of Federal Regulations~~, CFR 376, Nonprocurement, Debarment
 17 and Suspension.

18 11. ~~7.~~ 41 ~~Code of Federal Regulations~~ CFR, Public Contracts and Property
 19 Management.

20 12. ~~8.~~ 42 ~~Code of Federal Regulations~~ CFR 2, Confidentiality of Alcohol and Drug
 21 Abuse Patient Records.

22 13. ~~9.~~ 45 ~~Code of Federal Regulations~~ CFR 93, New Restrictions on Lobbying.

23 14. ~~10.~~ 45 ~~Code of Federal Regulations~~ CFR 96.127(a), "Requirements regarding
 24 Tuberculosis".

25 15. 45 CFR 96.132(e), Additional Agreements.

26 16. 45 CFR ~~11.~~ 45 ~~Code of Federal Regulations~~ 96.135, Restrictions on Expenditure of
 27 Grant.

28 17. 45 CFR ~~12.~~ 45 ~~Code of Federal Regulations~~ 160, General Administrative
 29 Requirements.

30 18. 45 CFR ~~13.~~ 45 ~~Code of Federal Regulations~~ 162, Administrative Requirements.

31 19. 45 CFR ~~14.~~ 45 ~~Code of Federal Regulations~~ 164, Security And Privacy.

32 ~~1520.~~ 48 ~~Code of Federal Regulations~~ CFR 9.4, Debarment, Suspension, and Ineligibility.

33 21. ~~16.~~ Title 31, ~~United States Code (U.S.C.)~~, USC, Chapter 13, Subtitle II, ~~Section~~
 34 §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial
 35 transactions.

36 ~~1722.~~ 42 ~~United States Code~~ USC, Chapter 126, Equal Opportunity for Individuals with
 37 Disabilities.

1 ~~18~~23. 42 USC, Chapter 6A, Subchapter III-A, 290aa through 290jj, Substance Abuse and
2 Mental Health Services Administration.

3 ~~24. United States Code~~42 USC, Chapter 6A, Subchapter III-A, Part D, 290dd-2, Confidentiality
4 of Records.

5 ~~19~~25. 42 ~~United States Code~~USC, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform
6 reporting systems for health services facilities and organizations.

7 ~~20~~26. 42 ~~United States Code~~USC, Chapter 7, Subchapter XI, Part C, 1320(d) through
8 1320(d)(8), Administrative Simplification.

9 ~~21. 42 United States Code, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance~~
10 ~~Abuse and Mental Health Services Administration.~~

11 ~~22. 42 United States Code~~ 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n
12 through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.

13 ~~23. California~~ 28. 42 USC 6101, Age Discrimination Act of 1975

14 29. 42 USC 2000d, Civil Code (Rights

15 30. 42, Part 54, “Charitable choice regulations applicable to states receiving substance abuse
16 prevention and treatment block grants and/or projects for assistance in transition from homelessness
17 grants.”

18 31. 8 USC, 1324, Immigration Reform & Control Act, 1986

19 32. ~~CCC) Sections~~ §§56 through 56.37, Confidentiality of Medical Information.

20 33. ~~CCC §§~~ ~~24. California Civil Code Sections~~ 1798.80 through 1798.82, Customer
21 Records.

22 ~~25. California Civil Code Section~~ 34. CCC §1798.85, Confidentiality of Social
23 Security Number.

24 ~~26. Office of Management~~35. CCR, Title 9, Division 4; and Budget (Title 22.

25 ~~36. OMB)~~ Circulars A-87, A-89, A-110, A-122, and A-133.

26 ~~27~~37. U.S. Department of Health and Human Services Grants Policy Statement.

27 ~~28.~~ 38. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department
28 of Alcohol and Drug Programs, 2003

29 39. Title 22, CCR, §51009.

30 40. California Welfare and Institutions Code of Regulations, Title 9, Division 4; and Title 22
31 Social Security, §14100.2.

32 ~~29.~~ 41. D/MC Certification Standards for Substance Abuse Clinics, July 2004.

33 42. D/MC Billing Manual (March 23, 2010)

34 43. 45 CFR 96.124(e)

35 44. 45 CFR 96.131, “Treatment Services for Pregnant Women”

36 45. HSC, §11757.59, Perinatal State General fund

37 46. County of Orange, Health Care Agency, Alcohol Program and Drug Abuse HCA, Substance

1 User Disorder Treatment Services ~~Drug/Medi-Cal~~D/MC Utilization Control Plan for Perinatal
2 Residential Services.

3 ~~3047.~~ State of California, ~~Department of Alcohol and Drug Programs,~~ Perinatal Services
4 Guidelines ~~(PTEP).~~

5 ~~3148.~~ Title ~~22, California Code of Regulations, Section 51009.~~

6 ~~32. California Welfare and Institutions Code, Section 14100.2.~~ CCR, §51341.1(h)(5)(A)

7 ~~3349.~~ State of California, Department of Social Services, Community Care Licensing
8 Division requirements for Group Homes.

9 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

30 **XV. LITERATURE AND ADVERTISEMENTS**

31 A. Any written information or literature, including educational or promotional materials,
32 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
33 to this Agreement must be approved at least thirty (30) days in advance and in writing by
34 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
35 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
36 and electronic media such as the Internet. Such information shall not imply endorsement by COUNTY,
37 unless ADMINISTRATOR consents thereto in writing.

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

4 C. 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.

8 **XVI. MAXIMUM OBLIGATION**

9 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
 10 Agreement for Period One and Period Two and the separate Maximum Obligations for non Medi-Cal
 11 Funds and Medi-Cal Funds for each facility are as specified in the Referenced Contract Provisions of
 12 this Agreement.

13 B. ADMINISTRATOR may increase the Medi-Cal Maximum Obligation for each Medi-Cal
 14 funded facility, not to exceed the amount approved by the State, and decrease that facility's non Medi-
 15 Cal Maximum Obligation, provided the total of the Maximum Obligations does not exceed the Total
 16 Maximum Obligation of COUNTY for ~~the~~ each period as specified in the Referenced Contract
 17 Provisions of this Agreement.

19 **XVII. NONDISCRIMINATION**

20 A. EMPLOYMENT

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

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

1 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

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

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

17 a. Denying a ~~participant~~ client or potential ~~participant~~ client any service, benefit, or
18 accommodation.

19 b. Providing any service or benefit to a ~~participant~~ client which is different or is provided
20 in a different manner or at a different time from that provided to other ~~participants~~ clients.

21 c. Restricting a ~~participant~~ client in any way in the enjoyment of any advantage or privilege
22 enjoyed by others receiving any service or benefit.

23 d. Treating a ~~participant~~ client differently from others in satisfying any admission
24 requirement or condition, or eligibility requirement or condition, which individuals must meet in order to
25 be provided any service or benefit.

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

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

33 a. In those cases where the ~~participant's~~ client's complaint is filed initially with the ~~Office~~
34 ~~for Civil Rights (Office)~~ OCR, the ~~Office~~ OCR may proceed to investigate the ~~participant's~~ client's
35 complaint, or the ~~Office~~ OCR may request COUNTY to conduct the investigation.

36 b. Within the time limits procedurally imposed, the complainant shall be notified in
37 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file

1 an appeal with the ~~Office for Civil Rights~~ OCR.

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

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

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

16 XVIII. NOTICES

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

- 19 1. When written and deposited in the United States mail, first class postage prepaid and
20 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
21 by ADMINISTRATOR;
- 22 2. When faxed, transmission confirmed;
- 23 3. When sent by Email; or
- 24 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
25 Service, or other expedited delivery service.

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

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

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

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

XIX. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 1. Have documents readily available within ~~twenty-four (24)~~ forty-eight (48) hour notice of a

1 | scheduled audit or site visit.

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

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

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

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

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

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

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

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

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

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

31 | **XXII. REVENUE**

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

37 | B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all

1 available third-party reimbursement for which persons served hereunder may be eligible. Charges to
 2 insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

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

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

11 **XXIII. SEVERABILITY**

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

18 **XXIV. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

35 7. Fundraising.

36 //

37 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

1 CONTRACTOR’s staff or members of the Board of Directors.

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

5 10. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or
6 services.

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

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

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

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

14 15. Severance pay for separating employees.

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

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

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

20 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
21 CONTRACTOR’s participants.

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

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

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

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

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

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37 **XXV. STATUS OF CONTRACTOR**

1 | CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
 2 | wholly responsible for the manner in which it performs the services required of it by the terms of this
 3 | Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
 4 | consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
 5 | relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 6 | or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
 7 | assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 8 | subcontractors as they relate to the services to be provided during the course and scope of their
 9 | employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 10 | entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
 11 | be COUNTY employees.

12 | **XXVI. TERM**

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

20 | **XXVII. TERMINATION**

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

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

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

- 29 | 1. The loss by CONTRACTOR of legal capacity.
- 30 | 2. Cessation of services.
- 31 | 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 32 | another entity without the prior written consent of COUNTY.
- 33 | 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 34 | required pursuant to this Agreement.
- 35 | 5. The loss of accreditation or any license required by the Licenses and Laws
 36 | ~~paragraph~~Paragraph of this Agreement.
- 37 | 6. The continued incapacity of any physician or licensed person to perform duties required

1 pursuant to this Agreement.

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

6 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

25 ~~3. If participants~~ 3. Until the date of termination, continue to provide the same level of
26 service required by this Agreement.

27 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
28 upon request, all ~~participant~~client information and records deemed necessary by ADMINISTRATOR to
29 effect an orderly transfer.

30 45. Assist ADMINISTRATOR in effecting the transfer of ~~participants~~clients in a manner
31 consistent with ~~participant's~~client's best interests.

32 56. If records are to be transferred to COUNTY, pack and label such records in accordance with
33 directions provided by ADMINISTRATOR.

34 67. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
35 supplies purchased with funds provided by COUNTY.

36 78. To the extent services are terminated, cancel outstanding commitments covering the
37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding

1 commitments which relate to personal services. With respect to these canceled commitments,
2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
3 arising out of such cancellation of commitment which shall be subject to written approval of
4 ADMINISTRATOR.

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

8
9 **XXVIII. THIRD PARTY BENEFICIARY**

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

12
13 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

28 ATTEST:

29
30 _____ DATED: _____

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

34 HEALTH CARE AGENCY

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

1 ORANGE COUNTY, CALIFORNIA

2
3
4 BY: _____ DATED: _____
5 DEPUTY

6
7
8 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
9 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
10 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
11 by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature
12 alone is required by HCA.
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1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 PERINATAL ~~SUBSTANCE ABUSE~~ RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT
 4 SERVICES
 5 WITH
 6 SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC
 7 JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2012

9 **I. DEFINITIONS**

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

12 A. ASAM also called ASAM PPC means American Society of Addiction Medicine Patient
 13 Placement Criteria used to assess level of care.

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

18 C. ~~Client Evaluation of Self at Intake (CESI)~~ and ~~Client Evaluation of Self and Treatment (CEST)~~
 19 are self-administered survey instruments designed to assess Participants' motivation for change,
 20 engagement in treatment, social and peer support, and other psychosocial indicators of progress in
 21 recovery.

22 D. DATAR means the Drug Abuse Treatment Access Report as required by the State ~~Department~~
 23 ~~of Alcohol and Drug Programs.~~

24 E. Graduation or Participant Completion means the completion of the residential treatment
 25 (recovery) program whereby the Participant has successfully completed all goals and objectives for all
 26 phases and length of treatment authorized by ADMINISTRATOR and documented in the Participant's
 27 treatment plan.

28 F. ~~Integrated Records~~ Intake means the initial face-to-face meeting between a Participant and
 29 ~~Information System~~ (CONTRACTOR staff in which specific information about the Participant is
 30 gathered. This includes assessment of ability to pay, determination of Medi-Cal eligibility, and standard
 31 admission forms pursuant to the Agreement and CCR, Title 22.

32 G. IRIS means a collection of applications and databases that serve the needs of programs within
 33 ~~the County of Orange Health Care Agency~~ HCA and includes functionality such as registration and
 34 scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory
 35 requirements, electronic medical records and other relevant applications.

36 GH. Linkage to Services: means ~~linkage will be made to~~ connecting clients to ancillary services
 37 such as outpatient and/or residential treatment, ~~support~~ and supportive services ~~such as~~ which may

1 include self-help groups, social services, rehabilitation services, vocational services, job training
2 services, or other appropriate services.

3 ~~H.~~ I. Methadone Maintenance Services means the administering and/or dispensing of methadone
4 as a maintenance substitute narcotic drug for Participants who are dependent on heroin or ~~other~~ another
5 morphine-like drug. Services are inclusive of dosing, individual and group counseling, and are provided
6 three hundred and sixty five (365) days per year.

7 ~~IJ.~~ NIATx ~~means the Network for Improvement of Addiction Treatment~~ is a model for improving
8 business process.

9 ~~JK.~~ Ninety (90) day treatment program refers to ninety (90) calendar day program.

10 ~~KL.~~ Non-Therapeutic Activity means work, school, and volunteer hours outside the facility, chores,
11 and recreation and socialization activities.

12 ~~LM.~~ Participant means a person who has ~~an alcohol and/or other drug problem~~ substance use
13 disorder, for whom a COUNTY approved intake and admission for residential services as appropriate
14 have been completed pursuant to ~~this~~ the Agreement.

15 ~~MN.~~ Program Protocol means the written program description, goals, objectives, and policies
16 established by CONTRACTOR for the residential treatment program provided pursuant to ~~this~~ the
17 Agreement.

18 ~~NO.~~ Residential Perinatal Treatment Services means a one hundred and eighty (180) calendar
19 day program of alcohol and/or other drug treatment services that are provided to adult women, ages
20 eighteen (18) and older, who are not in need of detoxification services, who are pregnant and/or have
21 custody of their dependent children up to twelve (12) years of age, in their care; who have a primary
22 problem of substance ~~abuse~~ use disorder, who demonstrate a need for perinatal substance ~~abuse~~ use
23 disorder residential treatment services; and where Participant mother is the primary caregiver to her
24 child(ren) while in the residential perinatal program.

25 ~~OP.~~ Structured Activities means Therapeutic and Non-Therapeutic activities designed to meet
26 treatment goals.

27 ~~PQ.~~ Therapeutic Activity means activities such as individual counseling, groups, and self-help
28 groups, but excludes ~~chores and recreational~~ those activities ~~listed in L. of this section.~~ These activities
29 shall incorporate best practices and evidence-based approaches.

30 ~~QR.~~ Token means the security device which allows an individual user to access IRIS.

31 ~~RS.~~ Unit of Service means one (1) calendar day during which services are provided to a Participant
32 pursuant to ~~this~~ the Agreement. The day of admission shall be included; the day of discharge shall be
33 excluded. If both admission and discharge occur on the same day, the day shall be considered a day of
34 admission and counts as a full day.

35 T. Self-Help means connecting clients to ancillary services such as outpatient treatment and
36 supportive services which may include self-help groups, social services, rehabilitation services,
37 vocational services, job training services or other appropriate services.

II. BUDGET

A. The following budget for Period One and Period Two is set forth for informational purposes only.

<u>PERIOD ONE</u>	<u>Heritage House</u>	<u>Heritage House North</u>	<u>Total</u>
ADMINISTRATIVE COST			
Salaries	\$ 43,480	\$ 43,480	\$ 86,960
Benefits	11,370	11,370	22,740
Services and Supplies	4,050	10,322	14,372
Subcontracts	<u>3,375</u>	<u>3,375</u>	<u>6,750</u>
SUBTOTAL	\$ 62,275	\$ 68,547	\$ 130,822
PROGRAM COST			
Salaries	\$333,795	\$345,200	\$ 678,995
Benefits	87,287	90,270	177,557
Services and Supplies	262,833	257,150	519,983
Subcontracts	<u>2,400</u>	<u>2,400</u>	<u>4,800</u>
SUBTOTAL	\$686,315	\$695,020	\$1,381,335
GROSS COST	\$748,590	\$763,567	\$1,512,157
REVENUE			
Participant Fees	\$ 32,000	\$ 42,000	\$ 74,000
Food Stamps	27,000	21,640	48,640
Donations	<u>2,100</u>	<u>2,500</u>	<u>4,600</u>
TOTAL REVENUE	\$ 61,100	\$ 66,140	\$ 127,240
NET COST (TOTAL MAXIMUM OBLIGATION)	\$687,490	\$697,427	\$1,384,917
MEDI-CAL			
MAXIMUM OBLIGATION <u>FUNDING</u>			
<u>SOURCES</u>	<u>\$165,000</u>	<u>\$ 0</u>	<u>\$ 165,000</u>
<u>MEDI-CAL</u>	<u>\$215,000</u>	<u>\$ 0</u>	<u>\$ 215,000</u>
NON	—————	—————	—————
MEDI-CAL	\$522	—————	\$
MAXIMUM OBLIGATION <u>Federal</u>	<u>472,490</u>	<u>\$ 697,427</u>	<u>1,219,169,917</u>

1 Block Grant/TSR

2 TOTAL FUNDS

\$687,490

\$697,427

\$1,384,917

3
4 B. Any increases or decreases to the budget must be approved in advance and in writing, by
5 ADMINISTRATOR.

6 C. ~~CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)~~ INFORMATION

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

9
10 ~~CFDA Year: 2011~~

11 CFDA Year: 2012

12 CFDA# No.: 93.959

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

14 Federal Agency: Department of Health and Human Services

15 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

16
17 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
18 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
19 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

22
23 **III. PAYMENTS**

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

33 1. For Medi-Cal services provided pursuant to ~~this~~the Agreement, COUNTY shall claim
34 reimbursement to the State ~~Department of Alcohol and Drug Programs (DADP)~~ Medi-Cal unit on behalf
35 of CONTRACTOR to the extent these services are eligible.

36 //

37 //

1 2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a
 2 monthly basis. ADMINISTRATOR shall review billing and remit to Accounting for submission to the
 3 ~~DADP~~State Medi-Cal unit.

4 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties
 5 imposed on COUNTY by ~~DADP~~the State related to amounts or services claimed by COUNTY on behalf
 6 of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or
 7 penalties within thirty (30) days of written notification by COUNTY.

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

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

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

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

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

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

29 H. In conjunction with ~~Payments Paragraph~~Subparagraph III.A. of this Exhibit A to the
 30 Agreement, CONTRACTOR shall not enter units of service into the County IRIS system for services not
 31 rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10)
 32 businesses days from notification by ADMINISTRATOR.

34 IV. RECORDS

35 A. PARTICIPANT RECORDS - CONTRACTOR shall maintain adequate records in accordance
 36 with the COUNTY ~~Alcohol and Drug Abuse Services Administration~~ Guidelines, the State ~~Department~~
 37 ~~of Alcohol and Drug Programs~~ Perinatal Services Network Guidelines, and CCR, Title 22, ~~CCR~~-related

1 to ~~Drug-Medi-Cal~~D/MC on each individual Participant and child in sufficient detail to permit an
2 evaluation of services, which shall include, but need not be limited to:

3 1. Treatment/recovery plans shall be completed and documented within fourteen (14) calendar
4 days in the Participant's record from the date of admission. Medi-Cal eligible Participant's must
5 document medical necessity as determined by a physician.

6 2. An admission record shall include documentation that residential services are appropriate
7 for the Participant. Such documentation, made within seven (7) calendar days of admission, shall
8 include a comprehensive psychosocial assessment.

9 3. Records of evaluations for children who reside with their mother when she is a Participant
10 of this program.

11 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
12 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
13 type of service for which payment is claimed in accordance with generally accepted accounting
14 principles, ~~the ASRS Manual, and the DPFS Manual.~~

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

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

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

24 V. REPORTS

25 A. MONTHLY PROGRAMMATIC

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

31 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any
32 problems in implementing the provisions of ~~this~~the Agreement, pertinent facts or interim findings, staff
33 changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
34 changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in
35 achieving all the terms of the Agreement shall be included.
36

37 //

1 B. FISCAL

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

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

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

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

23 ~~E. VEHICLE - CONTRACTOR shall submit to ADMINISTRATOR the requirements for the use~~
24 ~~of County Vehicles as described in paragraph VII. of Exhibit B to this Agreement.~~

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

30 **VI. SERVICES**

31 A. FACILITY - CONTRACTOR shall operate licensed and certified ~~alcohol and drug~~
32 ~~abuse~~ substance use disorder residential programs to include services in accordance with the standards
33 established by the County and the State ~~Department of Alcohol and Drug Programs~~ within the
34 specifications stated below, unless otherwise authorized by the Administrator. CONTRACTOR shall
35 provide Perinatal ~~Substance Abuse~~ Residential Substance Use Disorder Treatment Services within a
36 licensed and certified thirty-three (33) bed Perinatal Residential ~~Alcohol and Drug Abuse~~ Substance Use
37 Disorder Treatment facility at 2212 and 2218 Placentia Avenue, Costa Mesa, California (Heritage

1 House); and within a licensed and certified forty-three (43) bed Perinatal Residential ~~Alcohol and Drug~~
 2 ~~Abuse~~ Substance Use Disorder Treatment facility at 321 North State College Boulevard, Anaheim,
 3 California (Heritage House North), or at any other location approved in advance, in writing, by
 4 ADMINISTRATOR. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR
 5 shall maintain service hours, seven (7) days a week, twenty-four hours per day throughout the year.

6 B. PERSONS TO BE SERVED

7 1. CONTRACTOR shall only serve adult women, ages eighteen (18) years or older, who are
 8 not in need of detoxification services, who are pregnant and/or have custody of their dependent children
 9 up to twelve (12) years of age, in their care; who have abstained from substance use for at least
 10 twenty-four (24) hours who have a problem of substance use disorder, and who demonstrate a need for
 11 perinatal ~~substance abuse~~-residential substance use disorder treatment services. Heritage House North
 12 shall also serve those women eighteen (18) years or older who are in the process of reunification with
 13 their children. Prospective Participants with dependent children over the age of twelve (12) years may
 14 be admitted upon written approval of ADMINISTRATOR.

15 2. CO-OCCURRING DISORDERS: CONTRACTOR shall provide rehabilitative and recovery
 16 services to Participants with co-occurring disorders and ensure that such services address the relationship
 17 between the two diagnoses throughout treatment. Persons having a concurrent diagnosis of mental
 18 illness will be served in accordance with Federal Substance Abuse Prevention and Treatment Block
 19 Grant Program requirements and COUNTY guidelines.

20 3. CONTRACTOR shall evaluate Participant for Medi-Cal eligibility. Billing for Medi-Cal
 21 shall only be allowed for Participants of Heritage House. All Medi-Cal eligible Participants of
 22 Heritage House shall be enrolled in Medi-Cal and services shall be billed to Medi-Cal, as directed in
 23 ~~subparagraph~~ Subparagraph III.A. of this Exhibit A.

24 4. ADMISSIONS FOR RESIDENTIAL SERVICES:

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

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

34 c. Admission Policy - CONTRACTOR shall establish and make available to the public, a
 35 written admission policy, which shall include, but not be limited to the following treatment priorities:

- 36 1) First priority for admission shall be given to pregnant injection drug users.
- 37 2) Second priority for admission is pregnant substance ~~abusers~~ users.

1 3) Third priority for admission is women who are injection drug users with dependent
2 child(ren) birth to twelve (12) years of age.

3 4). Fourth priority is for all other female substance ~~abusers~~users who are not currently
4 pregnant and those who do not inject as a route of administration for drug use, are next in priority for
5 admission.

6 5) CONTRACTOR shall provide priority in admission for one (1) bed at Heritage
7 House North for Participant in need of methadone maintenance referred and prioritized by COUNTY
8 ADMINISTRATOR.

9 d. Otherwise, priority shall also be granted to all Participants who have successfully
10 completed detox. CONTRACTOR shall notify ADMINISTRATOR once Participant is admitted or put
11 on a wait list.

12 e. Any woman who is pregnant upon admission or discovers she is pregnant after
13 admission, shall be under the care of a qualified physician and will have regular prenatal and post-
14 partum care for herself and her child(ren) through her Medi-Cal or her private health benefits.

15 f. Within two weeks of admission, any pregnant Participant admitted to the perinatal
16 program at Heritage House North shall be transferred to Heritage House if there are available openings.

17 1) If there are no available openings at Heritage House, the parties agree that such
18 Participants may remain at Heritage House North.

19 2) If such Participant transfers negatively affect the balance of at-risk women at
20 Heritage House, CONTRACTOR may request, in writing, that the Participant be kept at Heritage House
21 North.

22 g. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and
23 county regulations.

24 h. CONTRACTOR shall grant priority in admissions to persons referred by
25 ADMINISTRATOR.

26 i. CONTRACTOR shall have the right to refuse admission of a person only in accordance
27 with its written admission policy; provided, however, CONTRACTOR shall comply with the
28 Nondiscrimination provisions of ~~this~~the Agreement.

29 j. CONTRACTOR shall discharge Participants who are away from the facility for more
30 than seven (7) days, unless authorized by ADMINISTRATOR.

31 k. WAITING LISTS - CONTRACTOR shall maintain waiting lists which satisfy the
32 following requirements:

33 1) Only individuals who have been screened to determine eligibility for admission are
34 on the waiting list.

35 2) A roster, log, file, or equivalent record with names, addresses, and telephone
36 numbers of qualified applicants for admission, is maintained along with dates of application, and dates
37 and nature of follow up contacts.

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

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

7 5. INTERIM SERVICES – Women who are not admitted into a residential program within
8 fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list for
9 admission, shall be provided interim services. Interim services shall consist of: TB counseling,
10 voluntary testing, referral for medical evaluation, if appropriate; and HIV education, HIV risk
11 assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant
12 women, interim services shall also include counseling on the effects of alcohol and drugs on the
13 developing fetus; and referral to prenatal medical care services. Interim services may be provided
14 directly or by referral to the COUNTY or another appropriate provider. Provision of interim services
15 shall be documented on the DATAR and reported monthly to the State.

16 C. UNITS OF SERVICE

17 1. CONTRACTOR shall provide a minimum of five thousand two hundred fifty-six (5,256)
18 Perinatal ~~Substance Abuse~~-Residential Substance Use Disorder Treatment Units of Service at the
19 Heritage House facility;

20 2. CONTRACTOR shall provide a minimum of six thousand five hundred seventy (6,570)
21 Perinatal ~~Substance Abuse~~-Residential Substance Use Disorder Treatment Units of Service at the
22 Heritage House North facility;

23 3. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the
24 units of service set forth in ~~subparagraph~~Subparagraph VI.C.1. and VI.C.2. above.

25 D. RESIDENTIAL TREATMENT SERVICES – CONTRACTOR shall provide a sixteen (16) bed
26 ~~alcohol and drug free~~substance use disorder residential treatment program at Heritage House, and a
27 twenty (20) bed ~~alcohol and drug free~~substance use disorder residential treatment program at Heritage
28 House North. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1)
29 staff member on-site at all times. CONTRACTOR shall provide services within the specifications stated
30 below, unless otherwise authorized by ADMINISTRATOR. Perinatal ~~Substance Abuse~~-Residential
31 Substance Use Disorder Treatment program shall consist of the following:

32 1. Program Orientation – During the first seventy-two (72) hours of a Participant's admission
33 into the Program, CONTRACTOR shall provide an overview of the program. The Program Orientation
34 shall include, but not be limited to:

- 35 a. Overview of Program structure and schedules
- 36 b. Program rules and regulations
- 37 c. Policies regarding Participant fees

- d. Participant rights
- e. Assignment of a counselor
- f. Staff Code of Conduct
- g. Continuing care services

2. Assessment – Within seven (7) calendar days of admission CONTRACTOR shall provide a standardized, comprehensive risk and needs assessment on each Participant which assess ~~both alcohol/drug abuse~~ substance use history, family history, mental and emotional status, legal status, educational and vocational background as well as daily living skills, stress management, literacy, employment, education, and money management. Assessment tools shall be co-occurring capable, meet best practice standards and may include ~~Addiction Severity Index (ASI)~~, CalOMS or other assessment tools that are completed and signed by staff and Participant, approved by ADMINISTRATOR.

3. Treatment/Recovery Plan - CONTRACTOR shall develop an individualized treatment/recovery plan with each Participant within fourteen (14) calendar days of admission into the Program which shall be based upon the Participant's needs identified in the assessment process. Each treatment plan shall include identification of a minimum of three (3) problem areas, including a drug and/or alcohol problem, long and short term individualized goals for addressing the identified needs with action steps, target dates and dates of resolution for each. Every fourteen (14) calendar days, CONTRACTOR shall review with the Participant, and document, in the progress notes, the Participant's progress on the treatment plan. CONTRACTOR shall update the treatment plan when a change in problem identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter, whichever comes first. The treatment plan and any updates shall be signed by a physician pursuant to CCR, Title 22.

4. Structured Therapeutic Activities - Residential Recovery services shall consist of a minimum of twenty (20) hours of structured activity per week of which Participants must engage in a minimum of fourteen (14) hours of therapeutic activity per week, and shall include, at a minimum the following:

a. Individual Counseling - CONTRACTOR shall provide individual counseling to Participants. ~~Counseling shall be culturally appropriate to Participant's needs.~~

b. Group Counseling - CONTRACTOR shall provide counseling within a group setting to Participants. Group interventions and activities may include, but are not limited to process groups, seminars and educational groups, house and community group meetings, self-help meetings and practical life and social skills. CONTRACTOR shall provide special sessions addressing the following areas:

- 1) Issues of domestic and sexual violence;
- 2) Parenting skills and child development;

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1 3) Enhancement and development of skills in dealing with social, legal/judicial and
2 employment services within Orange County presented in a format relevant to the needs of women with
3 dependent children;

4 4) Issues targeted toward pregnant women which will educate them on prenatal care,
5 the impact of alcohol and drug consumption to the child in-utero and after, during breast feeding and
6 smoking cessation information;

7 5) Facilitation of obstetrical, gynecological, pediatric, and/or social services
8 appointments;

9 6) Trauma-informed treatment.

10 7) Self-help meetings.

11 5. Structured Non-Therapeutic Activities: Contractor shall provide a minimum of six (6)
12 hours of structured non-therapeutic activity per week that includes work, school, and volunteer hours
13 outside the facility, chores, and recreation and socialization activities. Recreational and socialization
14 activities may include, but not be limited to:

15 a. Teach the concepts of rules, teamwork and sportsmanship.

16 b. Provide guidance on use of recreational or leisure time.

17 6. Case Management – CONTRACTOR shall provide ~~ease-management~~ Case Management
18 services by contacting outside agencies and making referrals for services outside the scope of
19 comprehensive substance ~~abuse~~ use disorder treatment services as identified in the Participant's
20 treatment/recovery plan as necessary to the Participant's recovery. Such concomitant services include
21 academic education, vocational training, medical and dental treatment, pre-and post- counseling and
22 testing for infectious diseases, legal assistance, job search assistance, financial assistance, childcare, and
23 self-help programs such as twelve (12)-step programs. Said referrals and follow-up shall be documented
24 in the ~~Progress notes~~ Participant's file.

25 7. Treatment Phases - CONTRACTOR's program shall consist of progressive treatment
26 phases which shall be defined in CONTRACTOR's Program Protocol, approved by the
27 ADMINISTRATOR, and include measurement of Participant's progress in order to advance to
28 subsequent phases. The Program Protocol shall be CONTRACTOR's written program description,
29 goals and objectives, and policies established by CONTRACTOR for the residential treatment program
30 as provided for under ~~this~~ the Agreement. For ninety (90) day or longer treatment programs, each
31 Participant shall be restricted to the premises of the facilities listed within ~~this~~ the Agreement for the first
32 thirty (30) calendar days of the program. Exceptions for restriction to the premises shall be allowed for
33 medical and psychiatric services, or other staff-approved activities under CONTRACTOR supervision.

34 8. Perinatal ~~Substance Abuse~~ Residential Substance Use Disorder Treatment Services –
35 Services shall consist of a one hundred and eighty (180) calendar day program defined in
36 CONTRACTOR's Program Protocol as follows:

37 //

1 a. Orientation and Engagement consisting of activities designed to interrupt negative ~~drug~~
2 ~~abuse~~substance use lifestyle factors, address denial, and assist the Participant’s adjustment to a sober
3 environment. The Participant shall not be expected to seek employment or educational opportunities
4 during this phase. —

5 b. Primary Treatment, Internalization and Socialization consisting of activities designed to
6 assist Participants in working on personal issues, cultivate support systems, and seek
7 educational/vocational opportunities. CONTRACTOR shall obtain documentation from the Participant
8 regarding Participant’s efforts to obtain employment.

9 c. Re-Entry and Externalization, consisting of activities designed to assist the Participant
10 with separation issues, develop appropriate community support systems, gain employment and/or enroll
11 in educational/vocational and literacy training programs, and finalize discharge plans.

12 9. Methadone Maintenance Services:

13 a. Individual Counseling Services – CONTRACTOR shall provide transportation and/or
14 transport Participant to COUNTY contracted methadone provider for required individual counseling two
15 (2) times per month while receiving methadone maintenance services.

16 b. CONTRACTOR shall adhere to and comply with COUNTY contracted methadone
17 provider policies and requirements, which includes coordination of care, counseling and daily dosing of
18 methadone.

19 10. Graduation - CONTRACTOR shall consider all Participants to be graduated upon
20 completion of their residential treatment program in accordance with the treatment plan.

21 11. Transition//Exit Planning – CONTRACTOR shall begin discharge planning immediately
22 after enrollment. CONTRACTOR shall develop a formal exit plan with the Participant no later than
23 fourteen (14) calendar days prior to Participant’s ~~planned discharge~~successful completion from the
24 program. The transition/exit plan shall be completed and signed by CONTRACTOR staff and
25 Participant. The transition/exit plan shall include:

26 a. Identifying the Participant’s achievements while in the Residential Treatment Programs
27 such as meeting or progressing towards educational or vocational goals.

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

30 c. A continuing treatment exit plan that includes referral and linkage of the Participant to
31 appropriate services such as outpatient treatment, other support services such as vocational
32 rehabilitation, job training and other services, if needed, and document this in the Participant’s chart.
33 The continuing treatment plan shall also include the goals identified in the Participant’s treatment plan.

34 d. Referrals to appropriate non-substance ~~abuse~~use disorder resources such as continuing
35 education, housing, employment, and child care.

36 //

37 //

1 e. CONTRACTOR shall provide linkage to outpatient treatment, support services such as
 2 self-help groups, social services, rehabilitation services, vocational services, job training services or
 3 other appropriate services.

4 12. Discharge Summary- CONTRACTOR shall develop written procedures regarding
 5 Participant discharge. Written criteria for the discharge summary shall include:

- 6 a. Reason for discharge
- 7 b. Description of treatment episodes or recovery services
- 8 c. Current alcohol and/or drug usage at discharge
- 9 d. Vocational and educational achievements
- 10 e. Legal status
- 11 f. Linkages and referrals made
- 12 g. Participants comments
- 13 h. Participant's goals and achievement towards those goals as described in the
 14 Participant's treatment plan.

15 i. Prognosis

16 13. Food and Other Services - CONTRACTOR shall provide a clean, safe environment,
 17 toiletries, clean linen, food service, storage, and supervision of medication.

18 14. Support Services – CONTRACTOR shall provide housekeeping; laundry; maintenance and
 19 arrangements for emergency and non-emergency medical services.

20 15. Outreach Activities – CONTRACTOR shall perform outreach activities for the purpose of
 21 encouraging pregnant women and women whose injection drug use is in need of treatment services to
 22 undergo such treatment. CONTRACTOR shall document such activities.

23 16. Collateral Services: CONTRACTOR shall provide, as appropriate and documented in the
 24 Participant file, individual and group sessions for family members of the Participant. These services
 25 shall address family dynamics, which could contribute to the Participant's relapse and potential or actual
 26 ~~abuse~~substance use in the family system. Collateral Service shall include the Participant unless
 27 determined inappropriate by the counselor.

28 17. Health, Medical, Psychiatric and Emergency Services

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

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

34 a) CONTRACTOR shall review and approve the health questionnaire form prior
 35 to Participant's admission to the program. The completed health questionnaire shall be signed and dated
 36 by CONTRACTOR and Participant.

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

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

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

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

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

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

11 d. The programs shall post the name, address, and telephone number for the fire
12 department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

13 e. CONTRACTOR shall provide ~~tuberculosis (TB)~~ services directly to the Participants or
14 by referral to the COUNTY or another appropriate provider. TB services shall be provided within seven
15 (7) calendar days of admission. These TB services shall consist of the following:

16 1) Counseling with respect to TB;

17 2) Testing to determine whether the individual has been infected and to determine the
18 appropriate form of treatment;

19 3) Provision for, or referral of, infected Participants for medical evaluation, treatment,
20 and clearance. TB infected Participants will not receive treatment services until medically cleared.

21 18. CONTRACTOR shall provide, directly or by referral:

22 a. Primary medical care for women, and child care while the women are receiving such
23 services;

24 b. Primary pediatric medical care, including immunizations, for the child(ren);

25 c. Therapeutic interventions for children which may address developmental needs, abuse,
26 and neglect; and

27 d. Case management and transportation to ensure that women and their children have
28 access to all of the above services.

29 19. Transportation Services:

30 a. COUNTY shall only pay for medical ambulance or medical van transportation to and
31 from designated Residential ~~alcohol and drug abuse treatment programs~~ Substance User Disorder
32 Treatment Programs or health facilities through the COUNTY's Medical Transportation Agreement
33 under the following conditions:

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

37 //

1 2) When any Participant needs non-emergency transportation as identified in
 2 ~~subparagraph~~ Subparagraph 19.b. below, and CONTRACTOR cannot transport Participant due to
 3 unforeseen circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle
 4 access within a timely manner or Participant's physical condition and/or limitations.

5 3) CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation Call
 6 Log to request transportation services from Ambulance Providers designated for transportation within
 7 the city of the CONTRACTOR's facility for each said month as identified on the log.

8 4) CONTRACTOR shall use its best efforts to contact Ambulance Providers identified
 9 on the Monthly Rotation Call Log as those providers who offer van transportation services if and when
 10 an ambulance is not required.

11 5) CONTRACTOR shall be held liable and may be billed by the Ambulance Provider
 12 for services requested by CONTRACTOR that are deemed inappropriate for use and not a covered
 13 service under ~~subparagraph VI~~ the Services Paragraph of this Exhibit A to the Agreement by the
 14 COUNTY.

15 b. Non-Emergency Transportation – CONTRACTOR shall transport Participant, either in
 16 CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or
 17 important to the Participant's recovery plan including, but not limited to, Social Security Administration
 18 offices for ~~Supplemental Security Income (SSI)~~ SSI benefits and for non-emergency medical, methadone
 19 dosing or mental health services not identified in ~~subparagraph 19.a. above~~ Subparagraph VI.C.19.a. of
 20 this Exhibit A to the Agreement, that require treatment at a physician office, urgent care, or emergency
 21 room when an ambulance provider is not necessary or required for transportation based on the level of
 22 severity and/or services required by the Participant.

23 E. ~~ALCOHOL AND/OR DRUG~~ SUBSTANCE USE SCREENING

24 1. CONTRACTOR shall have a written policy and procedure statement regarding
 25 ~~drug~~ substance screening that includes random drug and/or alcohol testing at a minimum of one (1) time
 26 per month for the first thirty (30) days and two (2) times per month for the remaining term of agreement
 27 for all Participants. All urine specimen collections shall be observed by same sex staff. This policy
 28 shall be approved by ADMINISTRATOR. CONTRACTOR shall:

29 a. Establish procedures that protect against the falsification and/or contamination of any
 30 body specimen sample collected for drug screening; and,

31 b. Document results of the drug screening in the Participant's record.

32 2. In the event CONTRACTOR wishes to utilize a COUNTY-contracted laboratory for drug
 33 screening purposes, CONTRACTOR shall collect and label samples from Participants. Such testing
 34 shall be provided at COUNTY's expense.

35 3. In the event that any Participant of CONTRACTOR receives a drug test result indicating
 36 any substance ~~abuse~~ use, CONTRACTOR shall formulate and implement a plan of corrective action
 37 which shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR

1 within two (2) business days of receipt of such test results via incident report and the corrective action to
2 be taken by the Resident or Participant if the Participant is allowed to remain in the program.

3 ~~— F. INTERIM SERVICES — All persons who are not admitted into perinatal substance abuse~~
4 ~~residential treatment within fourteen (14) calendar days due to lack of capacity, and who place their~~
5 ~~names on the waiting list for admission, shall be provided interim services within forty-eight (48) hours~~
6 ~~after request for services. Interim services shall consist of: tuberculosis (TB) counseling, voluntary~~
7 ~~testing, referral for medical evaluation, if appropriate, and HIV education, HIV risk assessment and~~
8 ~~disclosure counseling and voluntary confidential HIV antibody testing. For pregnant women, interim~~
9 ~~services shall also include counseling on the effects of alcohol and drugs on the developing fetus, and~~
10 ~~referral to prenatal medical care services. F. Interim services may be provided directly or by referral~~
11 ~~to the COUNTY or another appropriate provider. Provision of interim services shall be documented on~~
12 ~~the Drug Abuse Treatment Access Report (DATAR) and reported monthly to the State Department of~~
13 ~~Alcohol and Drug Programs.~~

14 ~~— G. PERFORMANCE OUTCOMES~~

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

20 2. Performance Outcome Objectives:

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

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

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

30 b. Objective 2: CONTRACTOR shall have the Participant complete the CESI for
31 eighty percent (80%) of Participants at the time of intake. The CEST shall be completed at mid-point
32 and at completion for those Participants receiving, at a minimum, forty-five (45) calendar days of
33 treatment.

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

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

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

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

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

- 12 1) Reduce waiting times
- 13 2) Reduce no-shows
- 14 3) Increase admissions
- 15 4) Increase continuation in treatment

16 d. Objective 4: CONTRACTOR shall provide prenatal medical and therapeutic care to
17 pregnant Participants to ensure the birth of drug-free babies. Performance shall be measured by the
18 number of pregnant Participants served and the number of drug-free babies born.

19 e. Objective 5: (For Heritage House North only): by June 30, ~~2011~~2013, CONTRACTOR
20 shall increase the proportion of Participants who successfully quit or try to quit smoking cigarettes.
21 Cessation rate shall be calculated by the number of classes offered, number of Participants attempting to
22 quit, number of Participants who actually quit smoking cigarettes.

23 H.G. CONTRACTOR will assure that each Participant mother is the primary caregiver of her
24 child(ren) while they are in the perinatal substance ~~abuse~~use disorder residential treatment program
25 described herein.

26 ~~I.~~

27 H. MEETINGS- CONTRACTOR's Executive Director or designee shall participate, when
28 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to
29 ~~this~~the Agreement.

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

35 K.J. GUIDELINES - CONTRACTOR shall comply with applicable provisions of ProbationOCPD
36 Residential Treatment Facility Guidelines. CONTRACTOR shall apply for and receive approval of
37 ProbationOCPD to provide residential treatment services. CONTRACTOR shall recognize the authority

1 of ~~Probation~~OCPD as officers of the court, and shall extend cooperation to ~~Probation~~OCPD within the
 2 constraints of CONTRACTOR's program of ~~Alcohol and Drug Abuse~~Substance Use Disorder
 3 Residential Treatment Services.

4 ~~LK~~. CONTRACTOR shall develop a tobacco prevention and cessation program based on "best
 5 practices" for those consumers who use tobacco and are served by the program.

6 ~~ML~~. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy
 7 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
 8 shall specify that the facility is “smoke free” and that designated smoking areas are outside the facility.

9 ~~NM~~. VISITATION POLICY – CONTRACTOR shall establish a written visitation policy, which
 10 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
 11 following:

- 12 1. Sign in logs;
- 13 2. Visitation hours; and
- 14 3. Designated visiting areas at the facility.

15 ~~ON~~. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE – CONTRACTOR shall maintain
 16 a resident sign in/out log for all residents, which shall include, but not be limited to, the following:

- 17 1. Participant's schedule for treatment, work, education or other activities;
- 18 2. Location and telephone number where the Participant may be reached; and
- 19 3. Requirement for all Participants to notify the program of any change in his/her schedule.

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

24 ~~QP~~. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of
 25 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

30 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
 31 Token for each staff member assigned an Token.

32 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
 33 conditions:

- 34 a. Token of each staff member who no longer supports ~~this~~the Agreement.
- 35 b. Token of each staff member who no longer requires access to IRIS.
- 36 c. Token of each staff member who leaves employment of CONTRACTOR.
- 37 d. Tokens malfunctioning.

1 5. ADMINISTRATOR will issue Tokens for CONTRACTOR’s staff members who require
2 access to the IRIS upon initial training or as a replacement for malfunctioning Tokens. CONTRACTOR
3 shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

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VII. STAFFING

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

PERIOD ONE

	<u>Heritage House</u>	<u>Heritage House North</u>	<u>Total</u>
ADMINISTRATIVE			
<u>Accounts Payable</u>	0. <u>10</u> 100	0. <u>10</u> 100	0. <u>20</u> 200
Accounting/Administrative Assistant			
<u>Accounts Receivable</u> Bookkeeper	0. <u>10</u> 100	0. <u>10</u> 100	0. <u>20</u> 200
<u>Assistant Director PR & Fund Dev</u>	0. <u>10</u> 100	0. <u>10</u> 100	0. <u>20</u> 200
Computer Services Manager			
<u>CEO</u> Controller	0. <u>10</u> 100	0. <u>10</u> 100	0. <u>20</u> 200
<u>CFO</u> Executive Director	0. <u>10</u> 100	0. <u>10</u> 100	0. <u>20</u> 200
<u>IT Manager</u> Secretary	0. <u>10</u> 100	0. <u>10</u> 100	0. <u>20</u> 200
<u>Payroll Administrator</u>	<u>0.10</u>	<u>0.10</u>	<u>0.20</u>
SUBTOTAL ADMINISTRATIVE	0. <u>70</u> 600	0. <u>70</u> 600	1. <u>40</u> 200
PROGRAM STAFF			
Adult/Child Therapist	0.000	1.000	1.000
<u>Administrative Assistant</u> Childcare	1. <u>00</u> 000	<u>0.70</u> 1.000	<u>1.70</u> 2.000
Children's Specialist	0.000	1.000	1.000
<u>Children</u> Coordinator Clinical (Children)	1. <u>00</u> 000	<u>1.00</u> 0.000	<u>2.00</u> 1.000
Clinical Director	0. <u>75</u> 070	1. <u>00</u> 000	1. <u>70</u> 750
Counselors	<u>1.65</u> 0.000	<u>2.55</u> 3.000	<u>4.20</u> 3.000
Driver	0.250	1.000	1.250
GED Educator	0. <u>25</u> 500	<u>.00</u> 0.550	<u>0.25</u> 1.050
Intake Counselor	1.000	0.000	1.000
Program Aides	5. <u>40</u> 000	<u>6.50</u> 2.500	<u>11.90</u> 7.500
Program Assistant	1.000	0.700	1.700
Program Director	<u>1.00</u> 000	<u>1.00</u> 000	<u>2.00</u> 000
Voc/Ed Case Manager	1.000	0.000	1.000
Voc/Ed Counselor	1.000	0.000	1.000
SUBTOTAL PROGRAM	<u>11.00</u> 13.500	12. <u>75</u> 750	<u>23.75</u> 26.250
TOTAL FTES	<u>11.70</u> 14.100	13. <u>45</u> 350	<u>27.450</u> 25.15

	<u>Heritage</u>	<u>Heritage</u>	
	<u>House</u>	<u>House North</u>	<u>Total</u>
<u>PERIOD TWO</u>			
<u>ADMINISTRATIVE</u>			
Accounts Payable	0.10	0.10	0.20
Accounts Receivable	0.10	0.10	0.20
Assistant Director PR & Fund Dev	0.10	0.10	0.20
CEO	0.10	0.10	0.20
CFO	0.10	0.10	0.20
IT Manager	0.10	0.10	0.20
Payroll Administrator	0.10	0.10	0.20
<u>SUBTOTAL ADMINISTRATIVE</u>	<u>0.70</u>	<u>0.70</u>	<u>1.40</u>
<u>PROGRAM STAFF</u>			
Administrative Assistant	1.00	0.70	1.70
Children Coordinator	1.00	1.00	2.00
Clinical Director	0.70	1.00	1.70
Counselors	1.65	2.55	4.20
GED Educator	0.25	.00	0.25
Program Aides	5.40	6.50	11.90
Program Director	1.00	1.00	2.00
<u>SUBTOTAL PROGRAM</u>	<u>11.00</u>	<u>12.75</u>	<u>23.75</u>
<u>TOTAL FTES</u>	<u>11.70</u>	<u>13.45</u>	<u>25.15</u>

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

2. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff member on-site at all times. Co-ed residential programs shall require twenty-four (24)-hour awake supervision.

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

1 ~~used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in~~
2 ~~advance, by ADMINISTRATOR.~~

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

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

18 E. CONTRACTOR shall obtain a criminal record review, in accordance with ~~Health and Safety~~
19 ~~Code~~HSC, Section 1522, for all staff specified in ~~subparagraph~~Subparagraph VII.A. above, and interns
20 or volunteers who replace or supplement such staff in providing direct care and supervision of the
21 adolescent Participants. CONTRACTOR shall obtain a criminal record clearance for staff who are
22 responsible for the provision of services to the Participants prior to such staff becoming involved with
23 the Participants. CONTRACTOR shall provide copies of the criminal record reviews to
24 ADMINISTRATOR within ten (10) days of receiving such reviews.

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

35 G. CONTRACTOR shall provide pre-employment screening of any staff person providing services
36 pursuant to ~~this~~the Agreement. All staff shall pass an Orange County criminal justice background check
37 conducted by ~~Probation~~OCPD on a yearly basis. Program Directors, Managers, and other Supervisory

1 staff will be requested to voluntarily submit to a more extensive background check including “live scan”
2 fingerprinting. The results of the fingerprinting will be sent directly from the Department of Justice to
3 ~~Probation~~OCPD.

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

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

7 b. No person shall have been convicted of an arson offense – Violation of ~~Penal Code~~
8 ~~sections~~PC, Sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;

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

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

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

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

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

21 H. All program staff having direct contact with Participant shall, within the first (1st) year of
22 employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize
23 physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR
24 shall develop a written plan and provide ongoing training ~~in~~on topics related to alcohol and drug use on
25 an annual basis. All staff training shall be documented and maintained as part of the training plan.

26 I. All staff providing services shall be registered, licensed, and/or certified in accordance with state
27 requirements and professional guidelines as applicable.

28 J. Staffing levels and qualifications shall meet the requirements of the ~~California Code of~~
29 ~~Regulations, Title 9, and/or State of California, Health and Human Services Agency’s Department of~~
30 ~~Alcohol and Drug Programs, Alcohol and/or Other Drug~~CCR, Title 9, and/or the State Certification
31 Standards for Residential Services. All staff providing treatment and case management services shall be
32 licensed, registered, and/or certified in accordance with State requirements, and professional guidelines,
33 as applicable.

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